AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, July 12, 2022, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   July 5, 2022

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

   Request of Blair Gewin for a waiver of the Noise Ordinance at the Bragg-Mitchell Mansion on July 16, 2022, from 7:30 p.m. - 10:00 p.m. (District 1).

   Request of Danielle Simpson, Mobile County Health Department, for a waiver of the Noise Ordinance at Cooper Riverside Park on September 24, 2022, from 7:00 a.m. - 3:00 p.m. (District 2).

   Request of Quinton Cross for a waiver of the Noise Ordinance at 540 Texas Street on July 30, 2022, from 11:00 a.m. - 3:00 p.m. (District 2).

   Request of Patsy Alexander for a waiver of the Noise Ordinance at Langan Park on April 8, 2023, from 7:30 a.m. - 12:00 p.m. (District 7).

10. **PUBLIC HEARINGS**

    Public hearing to consider adoption of the "City of Mobile Unified Development Code" to replace the current zoning ordinance, Chapter 64 of the Mobile City Code, 1991.

Public hearing to declare the structure at 1109 Adams Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1110 Adams Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 255 Clay Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 209 Lexington Avenue a public nuisance and order it demolished (District 2)

Public hearing to declare the structure at 1700 B Michigan Avenue a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1101 S. Broad Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 2017 Marian Drive a public nuisance and order it demolished (District 6).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Michael Pierce, Executive Director - Provide updates for the Mobile Housing Authority.

Frances Carson - Concerns about gun violence, road construction and overgrown bushes.

Terrence Spivey - Present the Imani Theater Company.

Darlene Martin - Provide additional information about the "Lead One, Teach One" program.

Bill McConnell - Redistricting as it relates to Reynolds v. Sims, 1964.

Reggie Hill - Request for formal investigation to consider abuse of power by the City of Mobile.

12. ORDINANCES HELD OVER

64-017 Ordinance to adopt the "City of Mobile Unified Development Code" (sponsored by Mayor Stimpson).

13. RESOLUTIONS HELD OVER

01-565 Authorize a Project Terminal Agreement with the Mobile Airport Authority, $30 million (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

08-566 Approve purchase order to Gulf Coast Marine Supply Co. Inc. for excavator for the Forestry Deprtment, $18,600.93 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-567 Approve purchase order to Stivers Ford Lincoln Inc. for Ford Explorer for Neighborhood Development, $30,630.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-568 Approve purchase order to Sansom Equipment Co .Inc. for garbage truck for the Motor Pool, $197,041.30 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-569 Approve purchase order to Carahsoft Technology Corp. for subscription for Cloud backup software for MIT, $27,648.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-570 Authorize contract with Invasive Management Services, Inc. for herbicide spraying (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-571 Authorize contract with 2 CEES, LLC for right-of-way and ditch mowing (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-572 Authorize contract with Best Price Services, LLC for right-of-way ditch mowing (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-573 Authorize contract with Phillips Monument LLC for hurricane repairs/gravestone repairs at Church Street Graveyard; $24,500.00 (sponsored by Councilmember Carroll & Mayor Stimpson) (submitted by Cassie Boatwright, Real Estate Asset Management Dept).

21-574 Authorize contract with Johnson Controls Inc. for security camera equipment and installation at the City Probation Office; $33,930.00 (sponsored by Councilmember Carroll & Mayor Stimpson) (submitted by Cassie Boatwright, Real Estate Asset Management Dept).

37-575 Consider approval of a Certificate of Public Convenience and Necessity to Brown's Non-Emergency Medical Transportation Service to operate a shuttle service.

14. CONSENT RESOLUTIONS BEING INTRODUCED

03-577 Appoint Barr Chavers to the Mobile City-County Youth Council Board (sponsored by Councilmember Gregory) (submitted by Lisa C. Lambert, City Clerk).

37-578 Recommend approval to the ABC Board for issuance of a Restaurant

Retail Liquor License for Vandalls Street Kitchen, 6601 Airport Blvd. (sponsored by Councilmember Jones).

37-579 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License for Aldi #145, 975 Schillinger Rd. (sponsored by Councilmember Jones).

37-580 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License for Roma Cafe, 7134 Airport Blvd. (sponsored by Councilmember Gregory).

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

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

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

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

40-585 Declare the structure at 1700-B Michigan Avenue a public nuisance and order it demolished (sponsored by Councilmember Small).

40-586 Declare the structure at 1101 S. Broad Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-587 Declare the structure at 2017 Marian Drive a public nuisance and order it demolished (sponsored by Councilmember Jones).

58-588 Authorize removal of weeds, Group 1628.

58-589 Assess Cost for removal of weeds, Weed Lien Group 1627.

60-590 Support citizens in seeking transparency in the hiring and dismissal process for the position of President at Bishop State Community College (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

60-591 Approve award of special bonus to the Parks and Recreation Employee of the Month; Ifill (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Rec. Dept.).

60-592 Approve award of special bonus to the Public Works at Large Employee of the Month; Lewis (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

15. CIP RESOLUTIONS BEING INTRODUCED

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).

16. RESOLUTIONS BEING INTRODUCED

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.).

21-599 Authorize contract with Lon Lindquist, d/b/a LTS Development Group, for demolition of the structure at 2775 Springhill Avenue; $34,400.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Gary Jackson, Municipal Enforcement).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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	7/6/2022 - 4:27 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/7/2022 - 1:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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
MCHD	Cover Memo	7/7/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/7/2022 - 10:07 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

CITY CLERK DEPARTMENT

2022 AUG -6 PM 2:39

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: Danielle Simpson- Overdose Prevention (MCHD)
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-690-8155 Cell Number: 251-454-2000

Organization (if applicable) _____

Mailing Address of Applicant 251 North Bayou Street P.O. Box 2867 Mobile, AL 36652-2867

Telephone No. 251-690-8155 E-mail address dsimpson@mchd.org

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

Date of Event: 9/24/2022 Starting Time: 7:00am Ending Time 3:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Awareness Walk

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:7/12/2022

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/7/2022 - 1:37 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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
Alexander	Cover Memo	7/7/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/7/2022 - 10:09 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

CITY CLERK DEPARTMENT
2022 JUL -7 AM 8:41

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: Patsy ALEXANDER
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-447-2886 Cell Number: 251-599-7318

Organization (if applicable) Holiday Transitional Center

Mailing Address of Applicant 6721 Candlelight Ct.

Telephone No. (251) 599-7318 E-mail address patsyalexander3@aol.com

Location or address of event where amplification will be used:

LANGAN PARK / PERFORMING ARTS PAVILION

Date of Event: ~~7:30 AM~~ 4/8/23 Starting Time: 7:30 Ending Time 12:00 PM

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

Type of Event: Community Walk

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

Music containing obscene language or profanity is prohibited

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

2022 JUL -7 AM 8:42
CITY CLERK DEPARTMENT

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

Chris Arledge, Council Attorney

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	6/7/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/7/2022 - 9:49 AM

41-509 **2022**

RESOLUTION CALLING FOR PUBLIC HEARING

Sponsored by: Councilmember Gina Gregory

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 in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO ADOPT THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE TO REPLACE THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, in the time and manner as sets forth in said notice.

Adopted:

_____

City Clerk

NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO ADOPT THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE TO REPLACE THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991

NOTICE is hereby given that at 10:30 a.m. on **July 12, 2022**, in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama 36644, and pursuant to *Code of Alabama* § 11-52-77, the City Council for the City of Mobile will hold a public hearing on, take public comment on, and consider an ordinance to zone or rezone property by adopting the City of Mobile Unified Development Code to repeal and replace the current Zoning Ordinance, Chapter 64 of the *Mobile City Code, 1991*. All persons may be heard in opposition to or in favor of the said ordinance at the said time and place. Government Plaza, 205 Government Street, Mobile, Alabama 36644, serves as the City Hall for the City of Mobile.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City of Mobile, City Clerk, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, Mobile Government Plaza, Ninth Floor, 205 Government Street, Mobile, Alabama 36644. Written comments must be received by noon on Friday, **July 8, 2022**.

The Unified Development Code is intended to coordinate the City's land use and zoning requirements to ensure consistency in the application of development standards, to regulate the kind, character and use of structures and improvements, and to streamline the procedures for specific land use decisions under the jurisdiction of the Mobile City Council, the Mobile Planning Commission, the Board of Zoning Adjustment, and the City's administrative departments involved in planning, zoning and land use.

The Unified Development Code is organized into 14 Articles and one Appendix as follows:

Article 1 Contains basic information about the Unified Development Code.

Article 2 Establishes a digital zoning map, zoning districts including permitted and conditional uses, urban and suburban subdistricts, and dimensional and design standards including height, yards, lot coverage, landscaping, civic space, and composite building and site design.

Article 3 Consolidates the development standards that apply to all development or redevelopment in the City, such as parking, landscaping, easements, streets, parks and civic spaces, and utilities.

Article 4 Establishes regulations for specific uses and development types that address their unique impacts, establish incentives that further the public interest, or to comply with state or federal legal requirements.

Article 5 Establishes workflows and processes for zoning and other land use applications.

Article 6 Protects and regulates nonconforming uses, structures, and sites.

Article 7 Establishes procedures to enforce the UDC, including penalties for violations.

Article 8 This is the glossary which defines terms and phrases used in the UDC and the applicable rules of interpretation.

Article 9 Includes technical legal language.

Article 10 Provides a checklist of the information that applicants need to submit for a complete application that the City can process.

Article 11 Africatown Overlay. Establishes supplementary zoning regulations that implement specific requirements of the area plans for Africatown.

Article 12 Peninsula Overlay. Establishes supplementary zoning regulations that implement specific requirements of the area plans for the Peninsula.

Article 13 Spring Hill Overlay. Establishes supplementary zoning regulations that implement specific requirements of the area plans for Spring Hill.

Article 14 Historic District Overlay. Establishes dimensional standards for properties in locally designated historic districts to preserve and maintain their existing character.

Appendix A Downtown Development Code. Establishes zoning regulations and requirements for the Downtown Development District.

The Unified Development Code and digital zoning map can be viewed on the City of Mobile's website at www.mapformobile.org/udc. Maps showing the location of the property and also of the urban and suburban sub-districts and the Africatown, Peninsula, Spring Hill and Historic District Overlays are published herewith. A general description of the property proposed to be zoned or rezoned is the entirety of property within the corporate limits of the City of Mobile.

Copies of the Unified Development Code and hard copies of the maps are available for public inspection in City Hall in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602. Copies of the Unified Development Code are also available for public inspection at the following branches of the Mobile Public Library: Ben May Main Library, 701 Government Street; Monte L. Moorer/Spring Hill Branch Library, 4 South McGregor Avenue; Parkway Branch Library, 1924-B Dauphin Island Parkway; Virginia Dillard Smith/Toulminville Branch

Library, 601 Stanton Road; West Regional Library, 5555 Grelot Road; and Theodore Oaks Branch Library, 5808 Highway 90 West, Suite E.

Attach the referenced maps here.

Publish: Three Consecutive Weeks in legal section in standard form; and also one time in regular section in the form of at least a one-quarter page advertisement; all in a newspaper of general circulation in Mobile County.

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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	7/7/2022 - 12:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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	7/7/2022 - 12:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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	7/7/2022 - 12:11 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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	7/7/2022 - 12:14 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

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

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

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

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/7/2022 - 1:31 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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	7/11/2022 - 9:32 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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	7/7/2022

REVIEWERS:

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

CITY CLERK DEPARTMENT
2022 JUL -5 AM 11:33

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: Frances N. Carson Date: 7-5-22

Address: 1162 Texas Street

Phone: 251-767-2399 Email

Date to Address City Council: 7-12-22

Subject (must be completed): Expressed concerns about overgrown bushes in her neighborhood, gun violence, and Road construction as it gets closer to her home

Specific Questions:

Signature: AT in Council Meeting

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Spivey	Cover Memo	7/7/2022

REVIEWERS:

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

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: Terrence Spivey Date: 7-6-22

Address: 64 Etheridge St.

Phone: (251) 533-5726 Email

Date to Address City Council: 7-12-22

Subject (must be completed): Will present Imani Theater Company and give information about upcoming workshops and projects.

Specific Questions:

Signature: by phone

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Martin	Cover Memo	7/7/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/7/2022 - 10:13 AM

CITY CLERK DEPARTMENT

2022 JUL -6 PM 2:01

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: Darlene Martin Date: 7/06/22

Address: 2411 Cross St. Mobile AL 36610

Phone: 251.487.4182 Email dbaker302010@gmail.com

Date to Address City Council: July 12, 2022

Subject (must be completed): Has more new information about the "Lead One Teach One" program

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
McConnell	Cover Memo	7/7/2022

REVIEWERS:

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

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: Bill McConnell Date: 7-7-22

Address: 1958 College Ct.

Phone: (251) 272-2542 Email

Date to Address City Council: 7-12-22

Subject (must be completed): Redistricting as it relates to Reynolds v. Sims, 1964 "One man, one vote."

Specific Questions:

Signature: By phone

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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	7/7/2022 - 1:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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
ordinance	Cover Memo	3/18/2022
UDC	Cover Memo	3/18/2022
docs	Cover Memo	3/18/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/18/2022 - 9:26 AM

64-017 2022

AN ORDINANCE TO ADOPT THE CITY OF MOBILE
UNIFIED DEVELOPMENT CODE

Sponsored by: Mayor Stimpson

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the "City of Mobile Unified Development Code" attached hereto and fully incorporated by reference, which repeals and replaces the existing City of Mobile zoning ordinance set forth in Chapter 64 of the Mobile City Code, 1991, is hereby adopted to be effective as set forth in Article 9 thereof.

Approved:

_____
City Clerk

Chapter 64 Unified Development Code

Contents

Article 1 General 1
Sec. 64-1-1 Title 1
Sec. 64-1-2 Purpose 1
Sec. 64-1-3 Authority 1
Sec. 64-1-4 Applicability 2
Sec. 64-1-5 Consistency with Plans 2

Article 1 General

Sec. 64-1-1 Title

This Chapter is known and cited as the "City of Mobile Unified Development Code."

Sec. 64-1-2 Purpose

A. Generally. This Chapter coordinates the City's land use and zoning requirements to ensure consistency in the application of development regulations and to regulate the kind, character and use of structures and improvements to:

1. Implement the Comprehensive Plan;

2. Promote the general health, safety and welfare;

3. Lessen congestion in the public streets;

4. Provide adequate light and air;

5. Prevent the overcrowding of land;

6. Avoid undue concentration of population;

7. Facilitate the adequate provision of public infrastructure;

8. Conserve the value of buildings;

9. Encourage the most appropriate use of land throughout the City; and

10. Establish zoning districts with regulations that protect their character and their peculiar suitability for particular uses.

Sec. 64-1-3 Authority

A. Zoning Regulations. This Chapter is adopted under authority of Title 11, Chapter 52 of the Code of Alabama.

B. Adoption. The City finds that the requirements for adoption of this Chapter have been fulfilled.

Sec. 64-1-4 Applicability

A. Area of Jurisdiction. This Chapter applies to all land within the corporate limits of the City of Mobile, as such corporate limits currently exist or may exist in the future.

Sec. 64-1-5 Consistency with Plans

A. The City finds that this Chapter is consistent with, and implements, the City's Comprehensive Plan (*Map for Mobile*), the *Future Land Use Plan*, and the *Major Street Plan*.

Chapter 64 Unified Development Code

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Article 2 Zoning Districts

Sec. 64-2-1 Districts Established

A. The following zoning districts are hereby established:

1. Residential Agriculture (R-A)
2. Single-Family Residential (R-1)
3. Two-Family Residential (R-2)
4. Multi-Family Residential (R-3)
5. Residential Business (R-B)
6. Historic Business (H-B)
7. Buffer Business (B-1)
8. Transitional Business (T-B)
9. Limited Neighborhood Business (LB-2)
10. Neighborhood Business (B-2)
11. Community Business (B-3)
12. General Business (B-4)
13. Office Distribution (B-5)
14. Commercial Warehouse (CW)
15. Maritime Mixed (MM)
16. Maritime Light (ML)

17. Maritime Heavy (MH)

18. Light Industry (I-1)

19. Heavy Industry (I-2)

20. Planned Development (PD)

21. Downtown Development District (DDD) See Appendix A.

(a) T-3
(b) T-4
(c) T-5.1
(d) T-5.2
(e) T-6
(f) SD-WH
(g) SD

B. Sub-districts

1. Sub-district regulations provide standards to allow development compatible with existing neighborhoods in order to enhance and protect the established character of traditional or environmentally sensitive communities. Sub-districts created by this Chapter are as follows and are shown on the Zoning Map of the City of Mobile:

(a) Urban. Areas generally developed prior to 1950, historically with smaller lots sizes, proximity to street car service, with a walkable development pattern based on a grid, and generally located within or near a federally or locally designated historic district.

(b) Suburban. Areas generally developed after 1950, typically with larger lot sizes; the development pattern is not based on a grid. Larger footprint commercial buildings with large parking lots as a focus are typical of suburban development.

(c) Conservation. A type of development pattern that is focused on preserving environmental elements associated with the site; including wetlands, flood zones and other environmentally sensitive features.

C. Area plans

1. Area plans provide specific policies that reflect the unique character of neighborhoods defined within the corresponding plan. These regulations supplement and, in certain circumstances, will supersede the base zoning regulations established in this Chapter to reflect specific considerations for the following neighborhoods:

(a) Africatown (see Article 11)
(b) Peninsula (see Article 12)
(c) Village of Spring Hill (see Article 13)
(d) Historic District Overlay (HDO) (see Article 14)

D. Future Land Use Map Applicability

1. The Future Land Use Map (FLUM) is a general guide for the establishment of zoning districts. An applicability statement based upon the Zoning District Correspondence Matrix from the Map for Mobile Future Land Use Plan and Major Street Plan document, adopted in 2017, may be found for each zoning district defined by this Section. It should be noted that the FLUM is a general guide, not a mandate for development. As the FLUM is a general guide, any zoning district may be considered for a location where the district does not correspond with the FLUM.

Sec. 64-2-2 Zoning Map

A. The City will maintain a digital zoning map which will show the location and boundaries of the zoning districts, sub-districts, and area plans. The digital map will be maintained to accurately reflect the most recently adopted zoning ordinances, rulings and decisions impacting the permitted uses of property located with the City limits.

Sec. 64-2-3 Zoning of Annexed Land

A. All territory that is annexed to the City of Mobile is automatically assigned the "R-1 Single-Family Residential" district until existing land uses are determined and a new zoning category is adopted.

B. In lieu of the "R-1, Single-Family Residential" district, the Applicant for annexation may request pre-zoning pursuant to Code of Alabama § 11-52-85.

Sec. 64-2-4 Residential Agriculture(R-A)

A. Generally. These districts are composed of larger tracts of land that are vacant or in agricultural, forest, or single-family residential uses. It is intended that these districts provide for a full range of agricultural and farming activities and protect these established uses from encroaching development. The farmer has a right to farm without being restricted by neighboring residential districts or nonagricultural uses. It is further intended that the districts protect existing natural resources and scenic values and provide a spacious residential environment for residents of the community.

B. FLUM applicability. The FLUM does not indicate a specific land use category as suitable for new R-A districts. It is recommended that the following FLUM categories be considered as suitable for location of new R-A districts.

1. Low Density Residential

2. Parks & Open Space

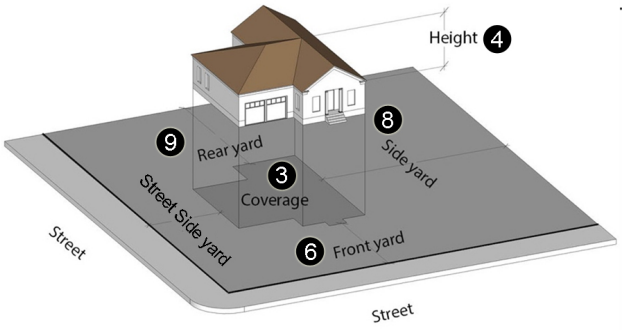
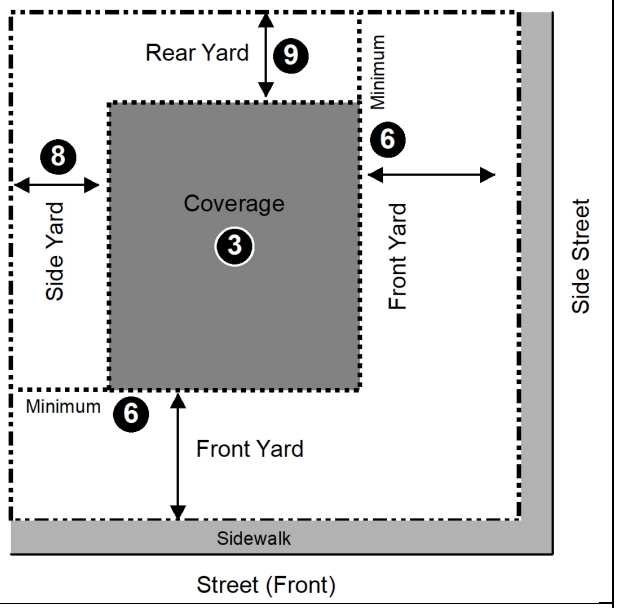
3. Water Dependent Uses

C. Overlay Applicability. New R-A districts may be considered for location within the following Overlay:

1. Peninsula

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards

		 
1	**Lot area** *(minimum)*	1 acre
2	**Density** *(maximum)*	1 dwelling / lot
3	**Coverage** *(maximum)*	35 %
4	**Height** *(maximum)*	35 feet
5	**Building Size** *(maximum)*	Not Applicable
6	**Front Yard** *(minimum)*	25 feet
7	**Front Yard** *(maximum)*	Not Applicable
8	**Side Yard** *(minimum)*	10 feet
9	**Rear Yard** *(minimum)*	10 feet
10	**Landscaping percent** *(minimum)*	Not Applicable
11	**Common Open Space per dwelling unit**	Not Applicable
12	**Common Civic Space** *(minimum)*	Not Applicable

Sec. 64-2-5 Single-Family Residential (R-1)

A. Generally. These districts are composed of both developed and largely undeveloped areas. The developed areas contain mainly one-family dwellings and small open areas, usually subdivided, where residential development seems likely to occur; few two-family and multiple-family dwellings are found in these developed areas. It is anticipated that most of the large undeveloped areas will ultimately be developed for residential use. The district regulations are designed to protect the residential character of the developed areas by prohibiting commercial activities and encouraging a suitable neighborhood environment for family life.

B. FLUM Applicability. New R-1 districts may be considered for location within the following FLUM categories:

1. Low Density Residential (R-1 Suburban and Conservation)

2. Neighborhood Center – Traditional (R-1 Urban and Suburban)

3. Traditional Corridor (R-1 Urban and Suburban)

C. Overlay Applicability. New R-1 districts may be considered for location within the following overlays:

1. Africatown (R-1 Urban and Suburban)

2. Peninsula (R-1 Conservation)

3. Springhill

(a) Village Center (R-1 Urban)

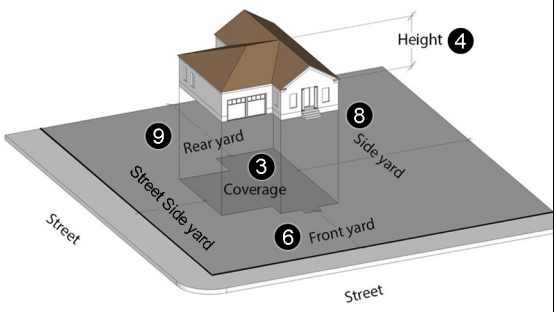
(b) Neighborhood Center (R-1 Urban)

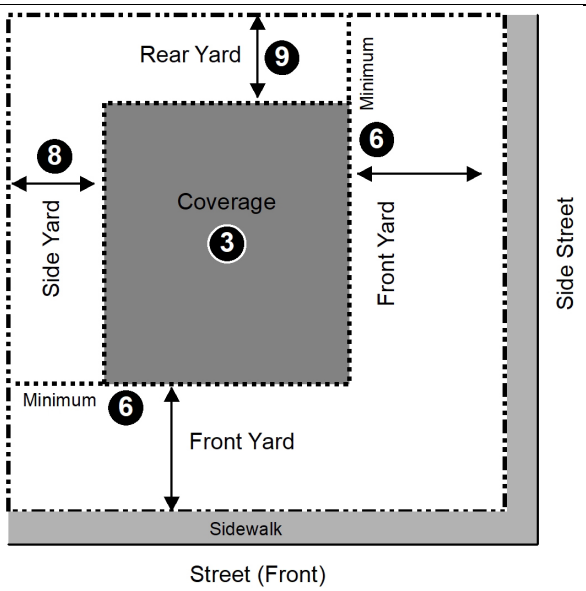
(c) Neighborhood General (R-1 Urban and Suburban)

4. Historic District (R-1 Urban and Suburban)

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards.





	District →	R-1 Urban	R-1 Suburban	R-1 Conservation
1	**Lot area** *(minimum)*	6,000 square feet	7,200 square feet	Not Applicable
2	**Density** *(maximum)*	1 dwelling / lot	1 dwelling / lot	6 dwelling units/ acre
3	**Coverage** *(maximum)*	50%	35%	75% per individual dwelling lot
4	**Height** *(maximum)*	35 feet	35 feet	35 feet
5	**Building Size** *(maximum)*	Not Applicable	Not Applicable	Not Applicable
6	**Front Yard** *(minimum)*	5 feet	25 feet	5 feet
7	**Front Yard** *(maximum)*	Not Applicable	Not Applicable	Not Applicable
8	**Side Yard** *(minimum)*	5 feet	5 feet	5 feet
9	**Rear Yard** *(minimum)*	5 feet	8 feet	5 feet
10	**Landscaping percent** *(minimum)*	Not Applicable	Not Applicable	Not Applicable
11	**Common Open Space per dwelling unit**	Not Applicable	Not Applicable	Sufficient to protect natural resource(s)
12	**Common Civic Space** *(minimum)*	Not Applicable	Not Applicable	Not Applicable

Sec. 64-2-6 Two-Family Residential (R-2)

A. Generally. These districts are composed mainly of areas containing a mixture of one-family and two-family dwellings and open areas where similar residential development seems likely to occur. The district regulations are designed to protect the residential character of the developed areas by prohibiting commercial activities and encouraging a suitable neighborhood environment for family life.

B. FLUM applicability. New R-2 districts may be considered for location within the following FLUM categories:

1. Low Density Residential (R-2 Suburban)

2. Neighborhood Center – Traditional (R-2 Urban and Suburban)

3. Traditional Corridor (R-2 Urban and Suburban)

4. Downtown Waterfront (R-2 Urban)

C. Overlay applicability. New R-2 districts may be considered for location within the following overlays:

1. Africatown (R-2 Urban and Suburban)

2. Peninsula (R-2 Suburban)

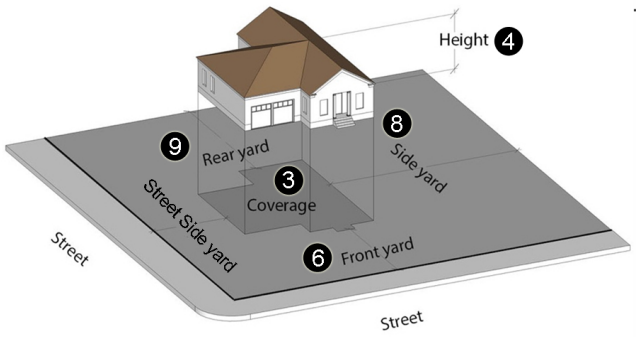
3. Springhill

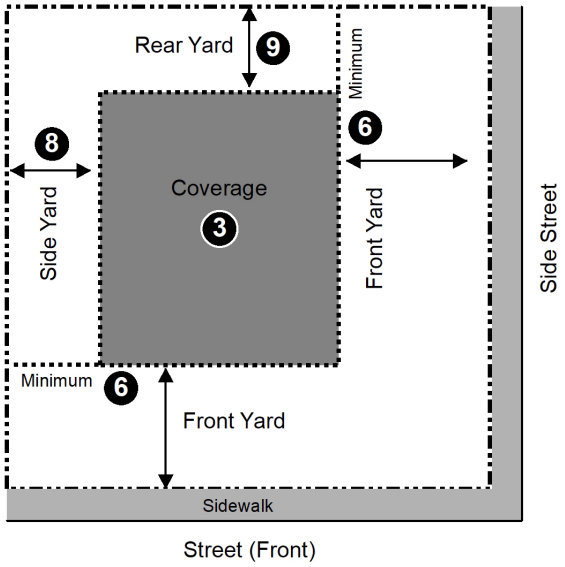
(a) Village Center (R-2 Urban)
(b) Neighborhood Center (R-2 Urban)
(c) Neighborhood General (R-2 Urban and Suburban)

4. Historic District (R-2 Urban and Suburban)

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





	District →	R-2 Urban	R-2 Suburban
1	**Lot area** *(minimum)*	4,000 square feet	8,000 square feet
2	**Density** *(maximum)*	20 dwelling units/acre	10 dwelling units/acre
3	**Coverage** *(maximum)*	50%	40%
4	**Height** *(maximum)*	35 feet	35 feet
5	**Building Size** *(maximum)*	Not Applicable	Not Applicable
6	**Front Yard** *(minimum)*	5 feet	25 feet
7	**Front Yard** *(maximum)*	Not Applicable	Not Applicable
8	**Side Yard** *(minimum)*	5 feet	5 feet
9	**Rear Yard** *(minimum)*	5 feet	8 feet
10	**Landscaping percent** *(minimum)*	Not Applicable	Not Applicable
11	**Common Open Space per dwelling unit**	Not Applicable	Not Applicable
12	**Common Civic Space** *(minimum)*	Not Applicable	Not Applicable

Sec. 64-2-7 Multi-Family Residential (R-3)

A. Generally. These districts are composed mainly of areas containing a mixture of one-family, two-family, and multiple-family dwellings. The district regulations are designed to protect the residential character of the developed areas by prohibiting commercial activities, encouraging a suitable neighborhood environment for family life and to avoid excessive population density by requiring a minimum building site area and establishing a maximum number of dwelling units per acre.

B. FLUM Applicability. New R-3 districts may be considered for location within the following FLUM categories:

1. Low Density Residential (R-3 Suburban)

2. Mixed Density Residential (R-3 Urban and Suburban)

3. Neighborhood Center – Traditional (R-3 Urban)

4. Neighborhood Center – Suburban (R-3 Suburban)

5. Downtown Waterfront (R-3 Urban)

C. Overlay applicability. New R-3 districts may be considered for location within the following overlays:

1. Africatown (R-3 Urban and Suburban)

2. Peninsula (R-3 Suburban)

3. Springhill

(a) Village Center (R-3 Urban)

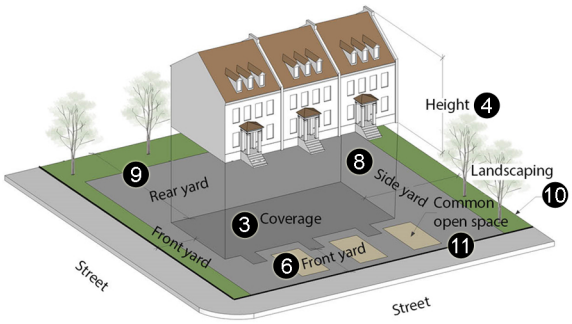
(b) Neighborhood Center (R-3 Urban)

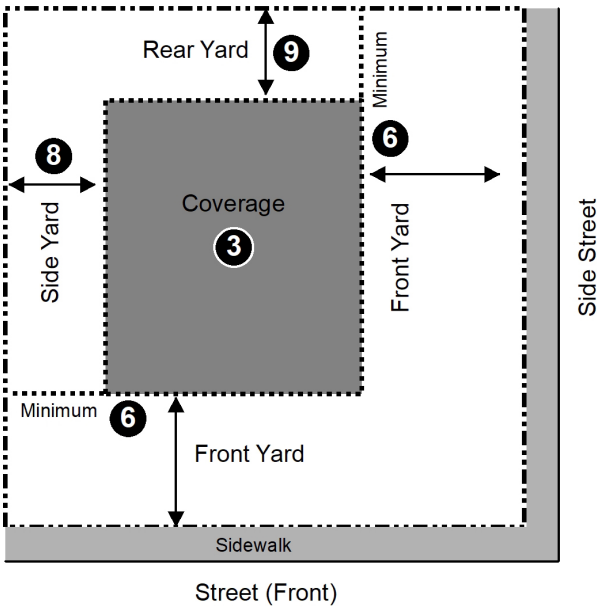
(c) Neighborhood General (R-3 Urban and Suburban)

4. Historic District (R-3 Urban)

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





	District →	R-3 Urban	R-3 Suburban
1	**Lot area** *(minimum)*	4,000 square feet	10,000 square feet
2	**Density** *(maximum)*	30 dwelling units/acre	25 dwelling units/acre
3	**Coverage** *(maximum)*	50%	45%
4	**Height** *(maximum)*	45 feet	50 feet
5	**Building Size** *(maximum)*	Not Applicable	Not Applicable
6	**Front Yard** *(minimum)*	10 feet	25 feet
7	**Front Yard** *(maximum)*	Not Applicable	Not Applicable
8	**Side Yard** *(minimum)*	5 feet	10 feet
9	**Rear Yard** *(minimum)*	5 feet	10 feet
10	**Landscaping percent** *(minimum)*	10%	15%
11	**Common Open Space per dwelling unit**	100 sf	700 sf
12	**Common Civic Space** *(minimum)*	Not Applicable	Not Applicable

Sec. 64-2-8 Residential Business (R-B)

A. Generally. Usually located within urbanized areas of the city, these districts are composed of a mixture of residential and light commercial uses. The district regulations are designed to protect the character of the area or to encourage further appropriate development, with a mixture of residential, public and semipublic and light commercial uses.

B. FLUM Applicability. New R-B districts may be considered for location within the following FLUM categories:

1. Mixed Density Residential

2. Neighborhood Center – Traditional

3. Traditional Corridor

4. Downtown Waterfront

C. Overlay Applicability. New R-B districts may be considered for location within the following overlays:

1. Africatown

2. Peninsula

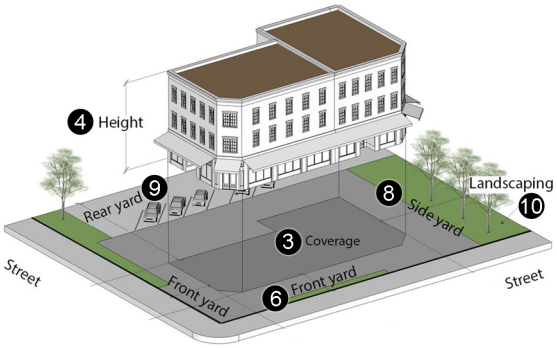
3. Springhill

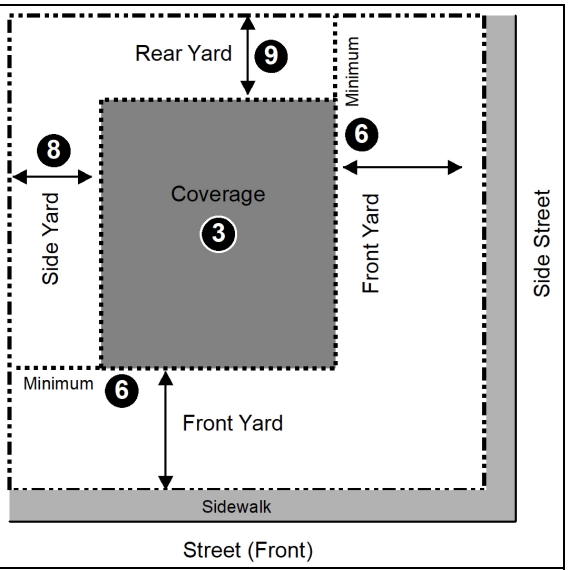
(a) Village Center
(b) Neighborhood Center
(c) Neighborhood General

4. Historic District

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





1	**Lot area** *(minimum)*	4,000 square feet per dwelling unit
2	**Density** *(maximum)*	10 dwelling units/acre
3	**Coverage** *(maximum)*	75%
4	**Height** *(maximum)*	45 feet
5	**Building Size** *(maximum)*	Not Applicable
6	**Front Yard** *(minimum)*	5 feet
7	**Front Yard** *(maximum)*	Not Applicable
8	**Side Yard** *(minimum)*	0 or 5 feet
9	**Rear Yard** *(minimum)*	0 or 5 feet
10	**Landscaping percent** *(minimum)*	5% for multi-family or commercial
11	**Common Open Space per dwelling unit**	Not Applicable
12	**Common Civic Space** *(minimum)*	Not Applicable

Sec. 64-2-9 Historic Business (H-B)

A. Generally. These districts are composed of areas containing architecturally or historically valuable buildings. By reason of location and accessibility, the districts are suitable for residences as well as specialty shopping and entertainment activities for tourist and local trade. The district regulations are designed to protect the special character of the areas, to encourage restoration of architecturally and historically valuable buildings and their adaptation to house permitted uses and to encourage further appropriate development for a limited number of mutually supporting light business and cultural uses.

B. FLUM Applicability. New H-B districts may be considered for location within the following FLUM categories:

1. Downtown

2. Neighborhood Center – Traditional

3. Traditional Corridor

C. Overlay applicability. New H-B districts may be considered for location within the following overlays:

1. Africatown

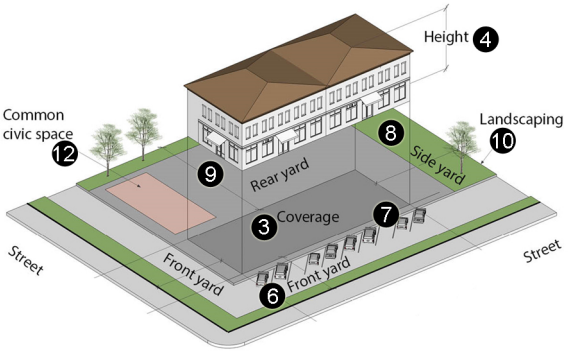
2. Springhill

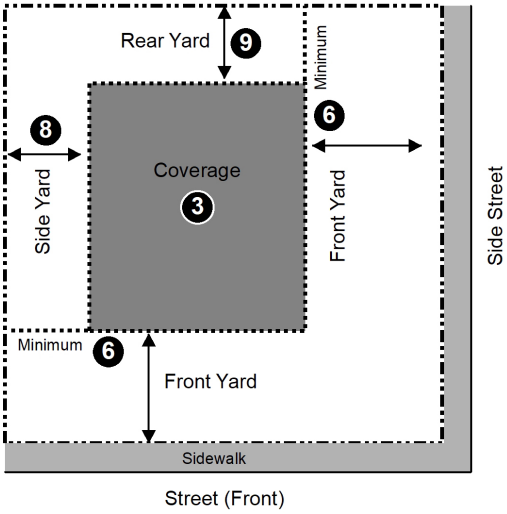
(a) Village Center
(b) Neighborhood Center
(c) Neighborhood General

3. Historic District

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





1	**Lot area** *(minimum)*	Not Applicable
2	**Density** *(maximum)*	25 dwelling units/acre
3	**Coverage** *(maximum)*	50%
4	**Height** *(maximum)*	45 feet
5	**Building Size** *(maximum)*	Not Applicable
6	**Front Yard** *(minimum)*	5 feet
7	**Front Yard** *(maximum)*	Not Applicable
8	**Side Yard** *(minimum)*	5 feet/and required buffer
9	**Rear Yard** *(minimum)*	0 or 5 feet/and required buffer
10	**Landscaping percent** *(minimum)*	5%
11	**Common Open Space per dwelling unit**	Not Applicable
12	**Common Civic Space** *(minimum)*	4%

Sec. 64-2-10 Buffer Business (B-1)

A. Generally. These districts are composed of land and structures occupied by or suitable for such uses as residential, offices and parking. Although usually located between residential areas and business areas, these districts are in some instances free-standing in residential areas or they may include hospital, college or other public or semipublic groups and related uses. The district regulations are designed to protect and encourage the buffer character of the districts by limiting the permitted uses to dwellings and uses of a semicommercial nature and to protect the abutting and surrounding residential areas by requiring certain minimum yard and area standards to be met, standards that are comparable to those called for in the residence districts.

B. FLUM Applicability. New B-1 districts may be considered for location within the following FLUM categories:

1. Neighborhood Center – Suburban (B-1 Suburban)

2. Traditional Corridor (B-1 Urban)

3. Mixed Commercial Corridor (B-1 Urban and Suburban)

4. Downtown Waterfront (B-1 Urban)

C. Overlay Applicability. New B-1 districts may be considered for location within the following overlays:

1. Africatown (B-1 Urban and Suburban)

2. Peninsula (B-1 Urban and Suburban)

3. Springhill

(a) Village Center (B-1 Urban)

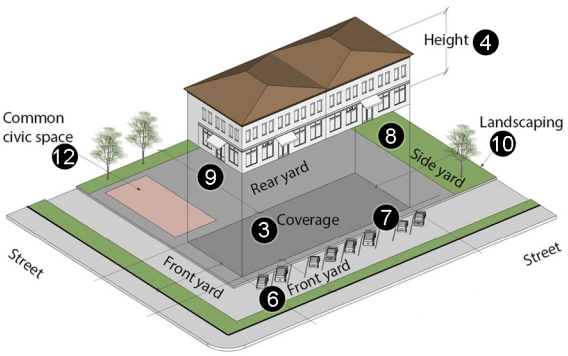
(b) Neighborhood Center (B-1 Urban)

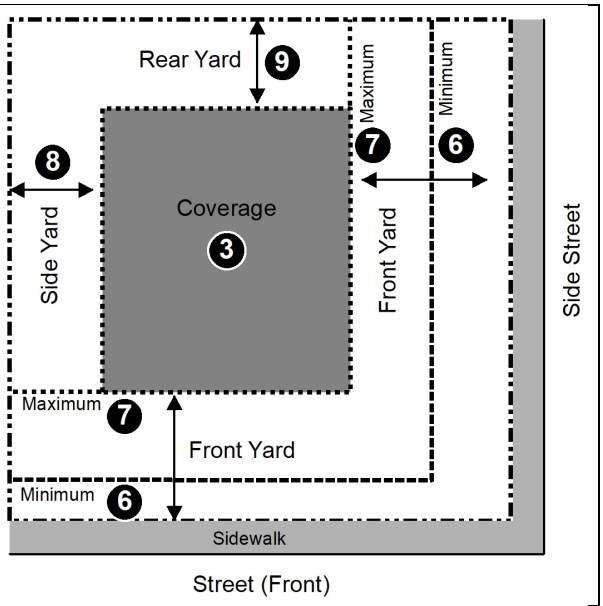
(c) Neighborhood General (B-1 Urban and Suburban)

4. Historic District (B-1 Urban)

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





	District	B-1 Urban	B-1 Suburban
1	**Lot area** *(minimum)*	4,000 square feet	7,200 square feet
2	**Density** *(maximum)*	25 dwelling units/acre	25 dwelling units/acre
3	**Coverage** *(maximum)*	45%	45%
4	**Height** *(maximum)*	45 feet	45 feet
5	**Building Size** *(maximum)*	Not Applicable	Not Applicable
6	**Front Yard** *(minimum)*	10 feet	25 feet
7	**Front Yard** *(maximum)*	45 feet	Not Applicable
8	**Side Yard** *(minimum)*	5 feet/and required buffer	5 feet/and required buffer
9	**Rear Yard** *(minimum)*	5 feet/and required buffer	5 feet/and required buffer
10	**Landscaping percent** *(minimum)*	5%	15%
11	**Common Open Space per dwelling unit**	Not Applicable	Not Applicable
12	**Common Civic Space** *(minimum)*	4%	Not Applicable

Sec. 64-2-11 Transitional Business (T-B)

A. Generally. These districts are intended for small sites in or near dense residential neighborhoods on, at or near a thoroughfare. The district regulations encourage the provision of small-scale retail and service uses for nearby residential areas, as well as mixed use development. Some uses that are not retail or service in nature are also allowed so a variety of uses may locate in existing buildings. Uses are restricted in size, number and character to promote a local orientation and to limit adverse impacts on nearby residential areas. Development is intended to be pedestrian-oriented and compatible with the scale of surrounding residential areas. Parking areas are restricted, since their appearance is generally out of character with the surrounding residential development and the desired orientation of the uses.

B. FLUM Applicability. New T-B districts may be considered for location within the following FLUM categories:

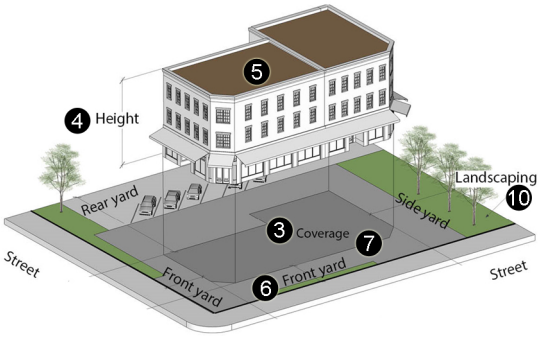
1. Mixed Density Residential
2. District Center
3. Neighborhood Center – Traditional
4. Neighborhood Center – Suburban
5. Traditional Corridor

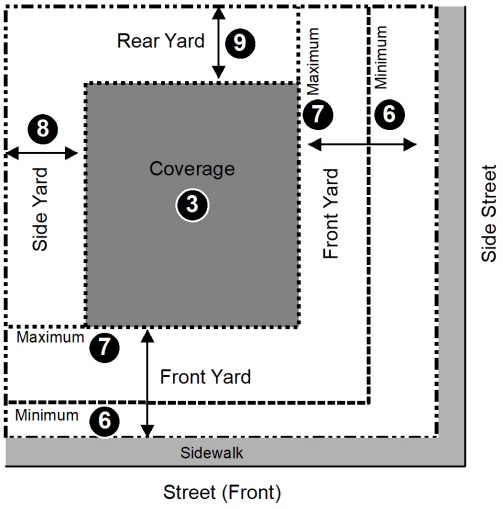
C. Overlay Applicability. New T-B districts may be considered for location within the following overlays:

1. Africatown
2. Peninsula
3. Springhill
   - (a) Village Center
   - (b) Neighborhood Center
   - (c) Neighborhood General
4. Historic District

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





1	**Lot area** *(minimum)*	4,000 square feet per dwelling unit
2	**Density** *(maximum)*	10 dwelling units/acre
3	**Coverage** *(maximum)*	50%
4	**Height** *(maximum)*	45 feet
5	**Building Size** *(maximum)*	10,000 square feet for commercial use
6	**Front Yard** *(minimum)*	10 feet
7	**Front Yard** *(maximum)*	Within two feet of the average Front Yard setback of developed lots on the same side of the street; maximum setback of 45 feet
8	**Side Yard** *(minimum)*	Not Applicable
9	**Rear Yard** *(minimum)*	Not Applicable
10	**Landscaping percent** *(minimum)*	5% for multi-family or commercial
11	**Common Open Space per dwelling unit**	Not Applicable
12	**Common Civic Space** *(minimum)*	2%

Sec. 64-2-12 Limited Neighborhood Business District (LB-2)

A. Generally. These districts are composed of land and structures occupied by or suitable for furnishing retail goods, such as groceries and drugs, and services, such as barbering and shoe repairing, to satisfy the daily household needs of the surrounding residential neighborhoods, as well as allowing mixed use development. Locational guidelines for LB-2 districts are the same as for B-2 districts. Often located on a thoroughfare or near the intersection of two (2) thoroughfares, these districts are small and are within convenient walking distance of most of the areas they will serve. The district regulations are designed to permit the development of the districts for their purpose and to protect the abutting and surrounding residential areas by prohibiting certain commercial uses such as bars and liquor stores and requiring certain minimum yard and area standards to be met with standards that are comparable to those called for in residential districts. LB-2 does not supplant or replace B-1, but is another option for certain permitted uses in lieu of B-2.

B. FLUM Applicability. New LB-2 districts may be considered for location within the following FLUM categories:

1. Mixed Density Residential (LB-2 Urban and Suburban)

2. Neighborhood Center – Suburban (LB-2 Suburban)

3. Traditional Corridor (LB-2 Urban)

4. Mixed Commercial Corridor (LB-2 Urban and Suburban)

5. Downtown Waterfront (LB-2 Urban)

C. Overlay Applicability. New LB-2 districts may be considered for location within the following overlays:

1. Africatown (LB-2 Urban and Suburban)

2. Peninsula (LB-2 Urban and Suburban)

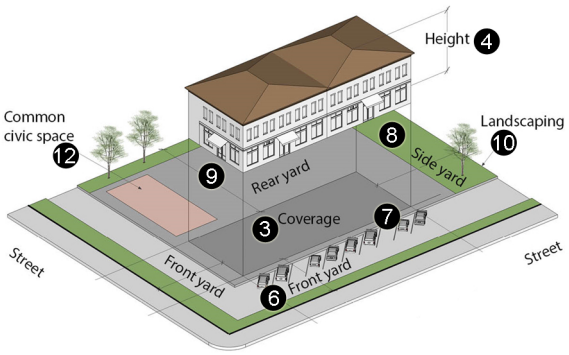
3. Springhill

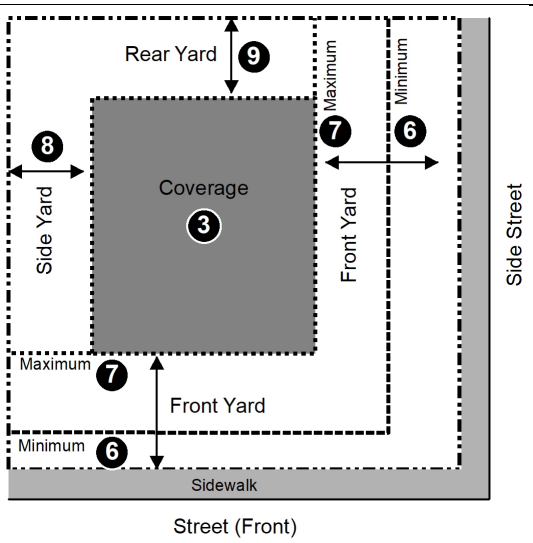
(a) Village Center (LB-2 Urban)
(b) Neighborhood Center (LB-2 Urban)
(c) Neighborhood General (LB-2 Urban and Suburban)

4. Historic District (LB-2 Urban)

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





	District	LB-2 Urban	LB-2 Suburban
1	**Lot area** *(minimum)*	4,000 square feet	7,200 square feet
2	**Density** *(maximum)*	25 dwelling units/acre	25 dwelling units/acre
3	**Coverage** *(maximum)*	50%	50%
4	**Height** *(maximum)*	45 feet	45 feet
5	**Building Size** *(maximum)*	Not Applicable	Not Applicable
6	**Front Yard** *(minimum)*	10 feet	25 feet
7	**Front Yard** *(maximum)*	45 feet	n/a
8	**Side Yard** *(minimum)*	0 or 5 feet/and required buffer	0 or 5 feet/and required buffer
9	**Rear Yard** *(minimum)*	0 or 5 feet/and required buffer	0 or 5 feet/and required buffer
10	**Landscaping percent** *(minimum)*	5%	15%
11	**Common Open Space per dwelling unit**	Not Applicable	Not Applicable
12	**Common Civic Space** *(minimum)*	4%	Not Applicable

Sec. 64-2-13 Neighborhood Business District (B-2)

A. Generally. These districts are composed of land and structures occupied by or suitable for furnishing the retail goods, such as groceries and drugs, and the services, such as barbering and shoe repairing, to satisfy the daily household needs of the surrounding residential neighborhoods, as well as allowing mixed use development. Often located on a thoroughfare or near the intersection of two (2) thoroughfares, these districts are small and are within convenient walking distance of most of the areas they will serve. The district regulations are designed to permit the development of the districts for their purpose and to protect the abutting and surrounding residential areas by requiring certain minimum yard and area standards to be met, standards that are comparable to those called for in residential districts.

B. FLUM Applicability. New B-2 districts may be considered for location within the following FLUM categories:

1. Mixed Density Residential (B-2 Urban and Suburban)

2. Neighborhood Center – Suburban (B-2 Suburban)

3. Traditional Corridor (B-2 Urban)

4. Mixed Commercial Corridor (B-2 Urban and Suburban)

5. Downtown Waterfront (B-2 Urban)

C. Overlay Applicability. New B-2 districts may be considered for location within the following overlays:

1. Africatown (B-2 Urban and Suburban)

2. Peninsula (B-2 Urban and Suburban)

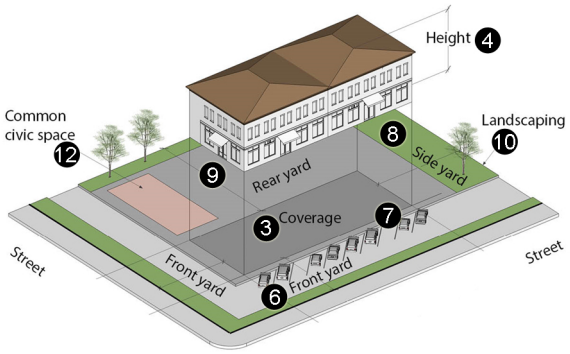
3. Springhill

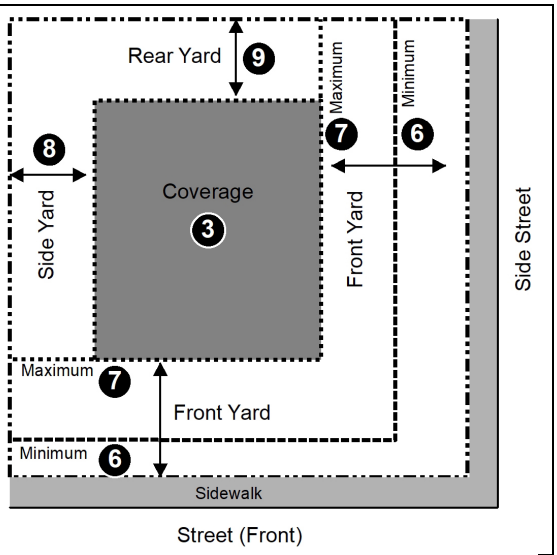
   (a) Village Center (B-2 Urban)
   (b) Neighborhood Center (B-2 Urban)
   (c) Neighborhood General (B-2 Urban and Suburban)

4. Historic District (B-2 Urban)

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





	District	B-2 Urban	B-2 Suburban
1	**Lot area** *(minimum)*	4,000 square feet	7,200 square feet
2	**Density** *(maximum)*	25 dwelling units/acre	25 dwelling units/acre
3	**Coverage** *(maximum)*	50%	50%
4	**Height** *(maximum)*	45 feet	45 feet
5	**Building Size** *(maximum)*	Not Applicable	Not Applicable
6	**Front Yard** *(minimum)*	10 feet	25 feet
7	**Front Yard** *(maximum)*	45 feet	Not Applicable
8	**Side Yard** *(minimum)*	0 or 5 feet/and required buffer	0 or 5 feet/and required buffer
9	**Rear Yard** *(minimum)*	0 or 5 feet/and required buffer	0 or 5 feet/and required buffer
10	**Landscaping percent** *(minimum)*	5%	15%
11	**Common Open Space per dwelling unit**	Not Applicable	Not Applicable
12	**Common Civic Space** *(minimum)*	4%	Not Applicable

Sec. 64-2-14 Community Business (B-3)

A. Generally. These districts are composed of land and structures used to furnish, in addition to the retail goods and services found in neighborhood business districts, such less frequently needed goods as clothing and automobiles–the wider range of retail goods and services to satisfy all the household and personal needs of the residents of a group or community of neighborhoods, as well as allowing mixed use development. Light or heavy distribution uses may be allowed as defined in the chart of permitted uses. Usually located on a thoroughfare or near the intersection of two (2) thoroughfares, these districts are large and are within convenient driving distance of the group of neighborhoods they will serve. The district regulations are designed to permit the development of the districts for their purpose in a spacious arrangement and to protect the abutting and surrounding residential areas certain restrictions are placed on uses.

B. FLUM Applicability. New B-3 districts may be considered for location within the following FLUM categories:

1. District Center (B-3 Urban)

2. Mixed Commercial Corridor (B-3 Urban and Suburban)

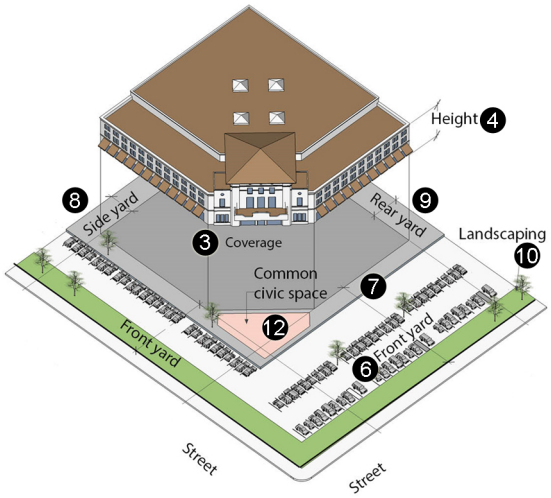
3. Institutional (B-3 Urban and Suburban)

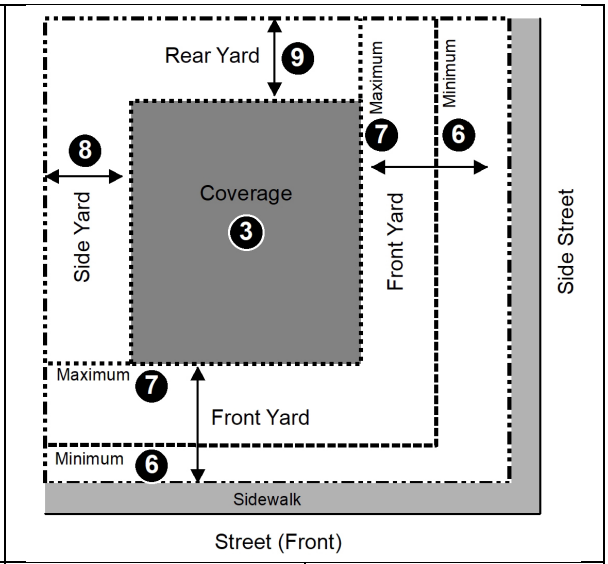
4. Downtown Waterfront (B-3 Urban)

C. Overlay Applicability. New B-3 districts are not suitable for location within any of the overlay districts.

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





	District	B-3 Urban	B-3 Suburban
1	**Lot area** *(minimum)*	4,000 square feet	7,200 square feet
2	**Density** *(maximum)*	25 dwelling units/acre	25 dwelling units/acre
3	**Coverage** *(maximum)*	50%	50%
4	**Height** *(maximum)*	45 feet	45 feet
5	**Building Size** *(maximum)*	Not Applicable	Not Applicable
6	**Front Yard** *(minimum)*	10 feet	25 feet
7	**Front Yard** *(maximum)*	45 feet	Not Applicable
8	**Side Yard** *(minimum)*	0 or 5 feet/and required buffer	0 or 5 feet/and required buffer
9	**Rear Yard** *(minimum)*	0 or 5 feet/and required buffer	0 or 5 feet/and required buffer
10	**Landscaping percent** *(minimum)*	5%	15%
11	**Common Open Space per dwelling unit**	Not Applicable	Not Applicable
12	**Common Civic Space** *(minimum)*	4%	Not Applicable

Sec. 64-2-15 General Business (B-4)

A. Generally. These districts are composed of land and structures used to furnish, in addition to the retail goods and services found in the community business district, the wider range of retail goods and services required by transients and by residents of the metropolitan area and of the trade area, as well as certain wholesale and limited manufacturing and distributing in support of the main uses. Mixed use development is also allowed. Located at the convergence of the principal thoroughfares and highways, as well as transit lines.

B. FLUM Applicability. New B-4 districts may be considered for location within the following FLUM categories:

1. Downtown

2. Mixed Commercial Corridor

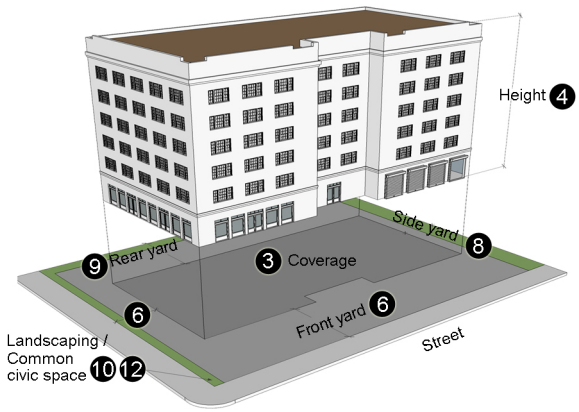
3. Institutional

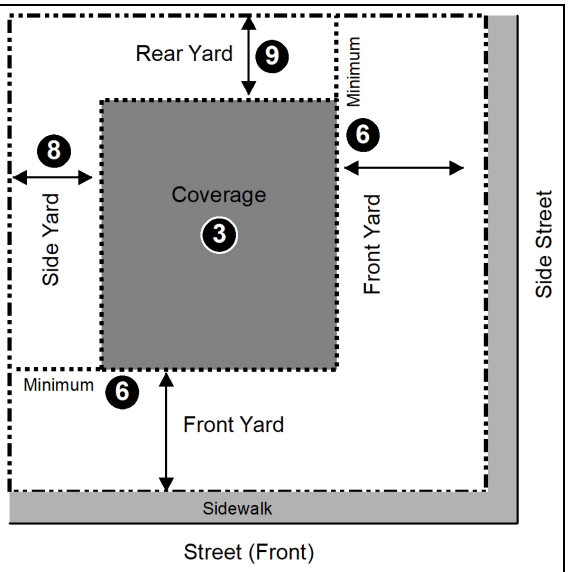
4. Downtown Waterfront

C. Overlay Applicability. New B-4 districts are not suitable for location within any of the overlay districts.

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





1	**Lot area** *(minimum)*	Not Applicable
2	**Density** *(maximum)*	200 dwelling units/acre
3	**Coverage** *(maximum)*	95%
4	**Height** *(maximum)*	100 feet
5	**Building Size** *(maximum)*	Not Applicable
6	**Front Yard** *(minimum)*	0 feet
7	**Front Yard** *(maximum)*	Not Applicable
8	**Side Yard** *(minimum)*	0 or 5 feet/and required buffer
9	**Rear Yard** *(minimum)*	0 or 5 feet/and required buffer
10	**Landscaping percent** *(minimum)*	5% any combination of landscaping and civic space to equal 5%
11	**Common Open Space per dwelling unit**	Not Applicable
12	**Common Civic Space** *(minimum)*	5% any combination of landscaping and civic space to equal 5%

Sec. 64-2-16 Office Distribution (B-5)

A. Generally. These districts are intended for a mixture of certain commercial and light industrial uses such as administrative offices of business and industrial concerns, uses engaged in the large-scale handling, warehousing and distribution of materials and equipment and research activities for scientific and technological businesses. Design standards for site development should promote a commercial, rather than industrial, atmosphere. All activities shall take place entirely within the structure. Desirable locations for these districts, which should serve as a transition between commercial and industrial districts, include sites with interstate access, along principal thoroughfares and highways, areas convenient to major commercial or industrial concentrations, and to a lesser extent, along rail lines.

B. FLUM Applicability. New B-5 districts may be considered for location within the following FLUM categories:

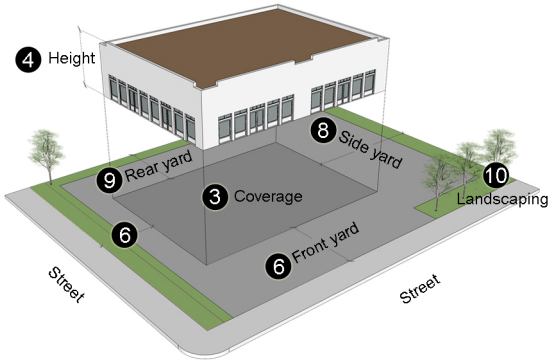
1. Mixed Commercial Corridor

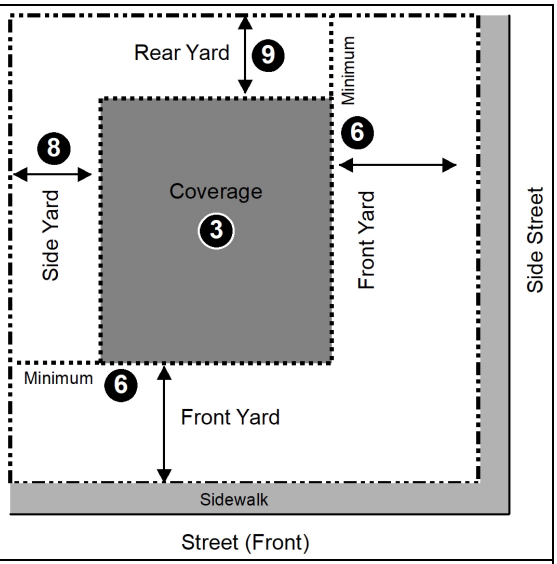
2. Light Industrial

C. Overlay Applicability. New B-5 districts are not suitable for location within any of the overlay districts.

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





1	**Lot area** *(minimum)*	7,200 square feet
2	**Density** *(maximum)*	0 dwelling units/acre
3	**Coverage** *(maximum)*	50%
4	**Height** *(maximum)*	45 feet
5	**Building Size** *(maximum)*	Not Applicable
6	**Front Yard** *(minimum)*	25 feet
7	**Front Yard** *(maximum)*	Not Applicable
8	**Side Yard** *(minimum)*	0 or 5 feet/and required buffer
9	**Rear Yard** *(minimum)*	0 or 5 feet/and required buffer
10	**Landscaping percent** *(minimum)*	15%
11	**Common Open Space per dwelling unit**	Not Applicable
12	**Common Civic Space** *(minimum)*	Not Applicable

Sec. 64-2-17 Commercial Warehouse (CW)

A. Generally. These districts are composed of land and structures used for construction trades, office showrooms and similar warehousing facilities. Located along smaller thoroughfares this district allows increased site coverage and reduced front setbacks.

B. FLUM Applicability. New CW districts may be considered for location within the following FLUM categories:

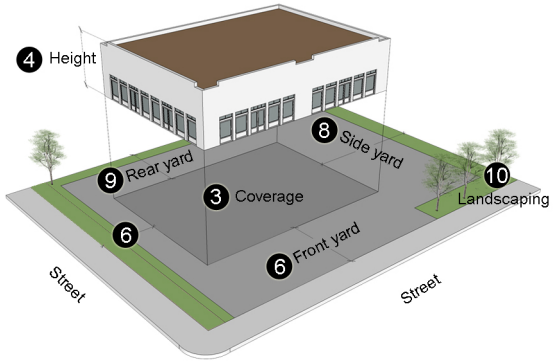
1. Mixed Commercial Corridor

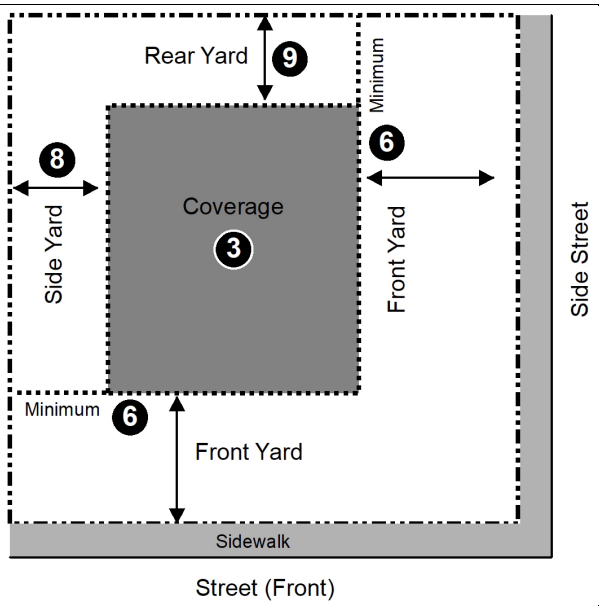
2. Light Industrial

C. Overlay Applicability. New CW districts are not suitable for location within any of the overlay districts.

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





1	**Lot area** *(minimum)*	7,000 square feet
2	**Density** *(maximum)*	Not Applicable
3	**Coverage** *(maximum)*	60%
4	**Height** *(maximum)*	45 feet
5	**Building Size** *(maximum)*	Not Applicable
6	**Front Yard** *(minimum)*	15 feet
7	**Front Yard** *(maximum)*	Not Applicable
8	**Side Yard** *(minimum)*	0 or 5 feet/and required buffer
9	**Rear Yard** *(minimum)*	0 or 5 feet/and required buffer
10	**Landscaping percent** *(minimum)*	12%
11	**Common Open Space per dwelling unit**	Not Applicable
12	**Common Civic Space** *(minimum)*	Not Applicable

Sec. 64-2-18 Maritime Mixed (MM)

A. Generally. These districts are maritime related and should abut water bodies, and are intended to encourage a mix of marine-oriented residential, commercial and recreational uses; such as marinas, restaurants and mixed density residential.

B. FLUM Applicability. New MM districts may be considered for location within the following FLUM categories:

1. Low Density Residential

2. Mixed Density Residential

3. Mixed Commercial Corridor

4. Downtown Waterfront

5. Water Dependent

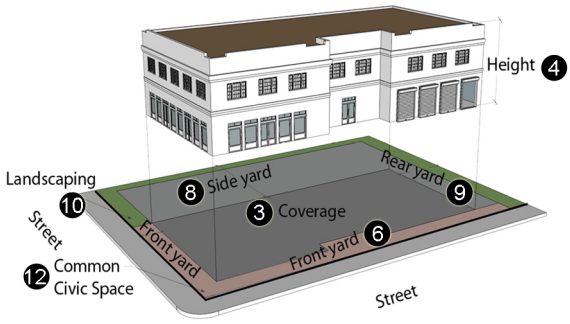
C. Overlay Applicability. New MM districts may be considered for location within the following overlays:

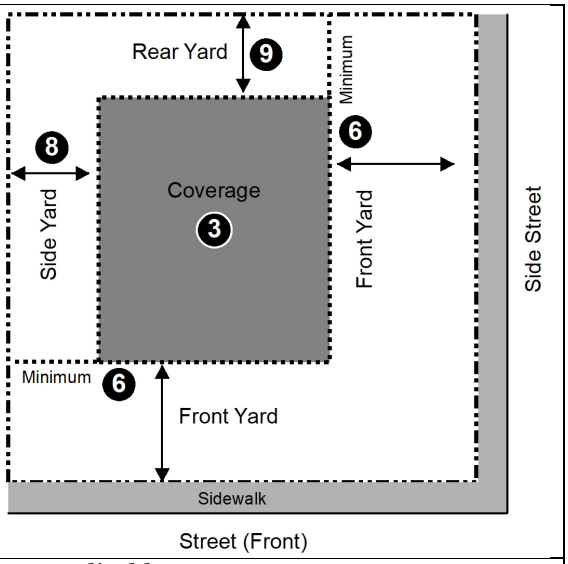
1. Africatown

2. Peninsula

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





1	**Lot area** *(minimum)*	Not Applicable
2	**Density** *(maximum)*	30 dwelling units/acre
3	**Coverage** *(maximum)*	75%
4	**Height** *(maximum)*	45 feet
5	**Building Size** *(maximum)*	Not Applicable
6	**Front Yard** *(minimum)*	12 feet
7	**Front Yard** *(maximum)*	Not Applicable
8	**Side Yard** *(minimum)*	Not Applicable
9	**Rear Yard** *(minimum)*	Not Applicable
10	**Landscaping percent** *(minimum)*	12% any combination of landscaping and civic space to equal 12%; however, landscaping must be a minimum of 5%
11	**Common Open Space per dwelling unit**	Not Applicable
12	**Common Civic Space** *(minimum)*	12% any combination of landscaping and civic space to equal 12%

Sec. 64-2-19 Maritime Light (ML)

A. Generally. These districts may be located on or in near proximity to navigable water bodies and consist of maritime supporting commercial or light industrial uses, such as marine supplies or ship chandleries**.**

B. FLUM Applicability. New ML districts may be considered for location within the following FLUM categories:

1. Light Industrial

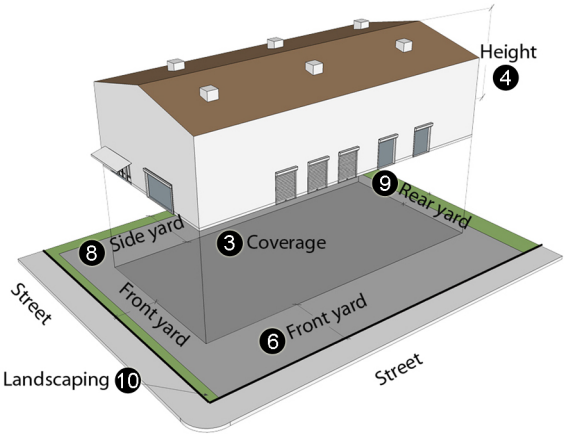
2. Heavy Industry

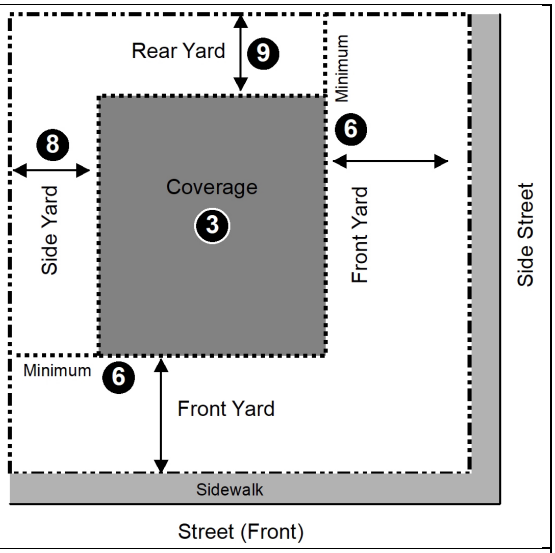
3. Water Dependent

C. Overlay Applicability. New ML districts are not suitable for location within any of the overlay districts, however, it may be considered where proposed to replace an existing Light Industry (I-1) district.

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





1	**Lot area** *(minimum)*	Not Applicable
2	**Density** *(maximum)*	Not Applicable
3	**Coverage** *(maximum)*	75%
4	**Height** *(maximum)*	100 feet
5	**Building Size** *(maximum)*	Not Applicable
6	**Front Yard** *(minimum)*	12 feet
7	**Front Yard** *(maximum)*	Not Applicable
8	**Side Yard** *(minimum)*	Not Applicable
9	**Rear Yard** *(minimum)*	Not Applicable
10	**Landscaping percent** *(minimum)*	12%
11	**Common Open Space per dwelling unit**	Not Applicable
12	**Common Civic Space** *(minimum)*	Not Applicable

Sec. 64-2-20 Maritime Heavy (MH)

A. Generally. These districts accommodate maritime, water-dependent uses including maritime industrial and port activities, with access to existing rail lines; examples include container facilities and ship building.

B. FLUM Applicability. New MH districts may be considered for location within the following FLUM categories:

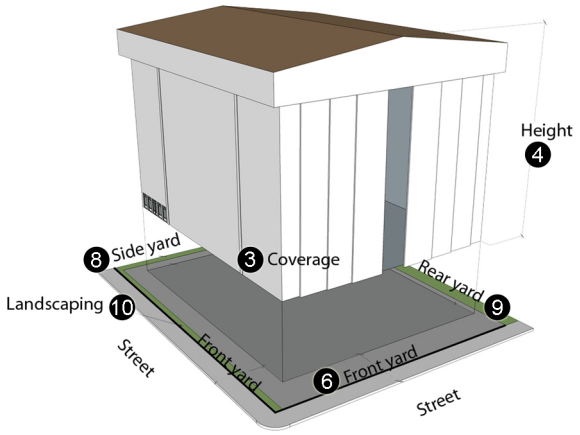
1. Heavy Industry

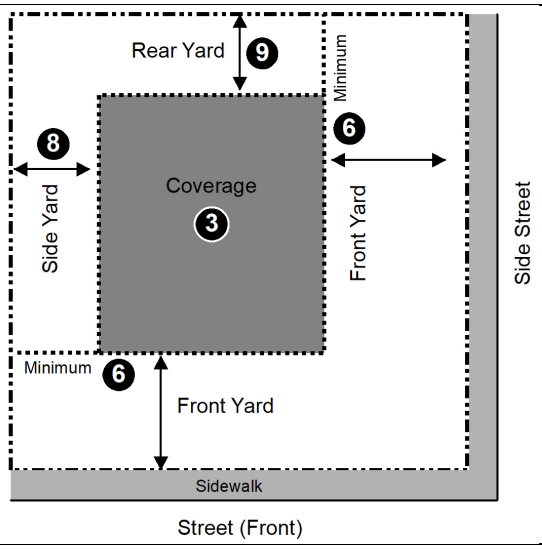
2. Water Dependent

C. Overlay Applicability. New MH districts are not suitable for location within any of the overlay districts, however, it may be considered where proposed to replace an existing Heavy Industry (I-2) district.

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





1	**Lot area** (*minimum*)	Not Applicable
2	**Density** (*maximum*)	Not Applicable
3	**Coverage** (*maximum*)	75%
4	**Height** (*maximum*)	200 feet
5	**Building Size** (*maximum*)	Not Applicable
6	**Front Yard** (*minimum*)	12 feet
7	**Front Yard** (*maximum*)	Not Applicable
8	**Side Yard** (*minimum*)	Not Applicable
9	**Rear Yard** (*minimum*)	Not Applicable
10	**Landscaping percent** (*minimum*)	12%
11	**Common Open Space per dwelling unit**	Not Applicable
12	**Common Civic Space** (*minimum*)	Not Applicable

Sec. 64-2-21 Light Industry (I-1)

A. Generally. These districts are composed of land and structures used for light manufacturing or wholesaling, or suitable for such uses, where the use and its operation do not directly adversely affect nearby residential and business uses. These districts are usually separated from residential areas by business areas or by natural barriers.

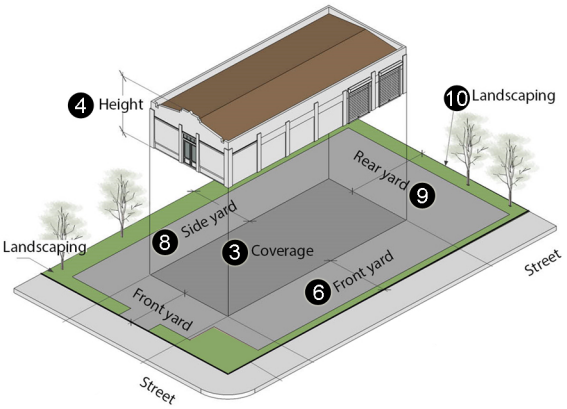
B. FLUM Applicability. New I-1 districts may be considered for location within the following FLUM categories:

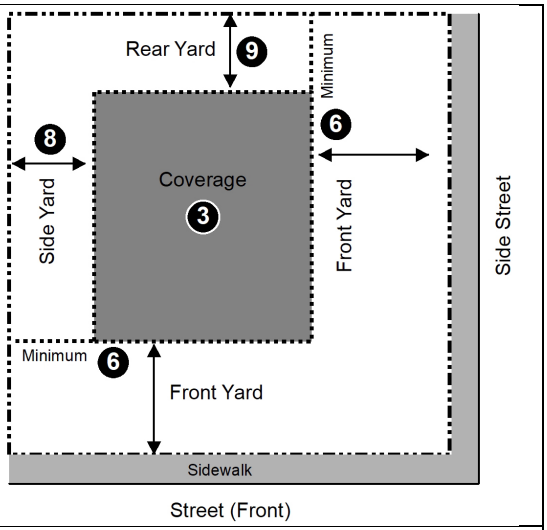
1. Light Industrial

C. Overlay Applicability. New I-1 districts are not suitable for location within any of the overlay districts.

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





1	**Lot area** *(minimum)*	Not Applicable
2	**Density** *(maximum)*	Not Applicable
3	**Coverage** *(maximum)*	75%
4	**Height** *(maximum)*	45 feet
5	**Building Size** *(maximum)*	Not Applicable
6	**Front Yard** *(minimum)*	25 feet
7	**Front Yard** *(maximum)*	Not Applicable
8	**Side Yard** *(minimum)*	Not Applicable
9	**Rear Yard** *(minimum)*	Not Applicable
10	**Landscaping percent** *(minimum)*	12%
11	**Common Open Space per dwelling unit**	Not Applicable
12	**Common Civic Space** *(minimum)*	Not Applicable

Sec. 64-2-22 Heavy Industry (I-2)

A. Generally. These districts are composed of land and structures used for heavy manufacturing and related activities or suitable for such uses. Located for convenient access from existing and future arterial thoroughfares, highways and railway lines, these districts are in many instances separated from residential areas by business or light industry areas or by natural barriers; where they are adjacent to residential areas some type of artificial separation may be required.

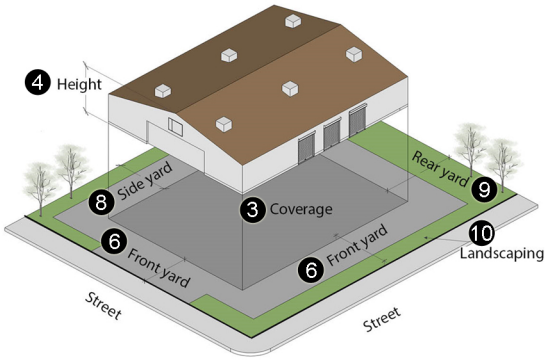
B. FLUM Applicability. New I-2 districts may be considered for location within the following FLUM categories:

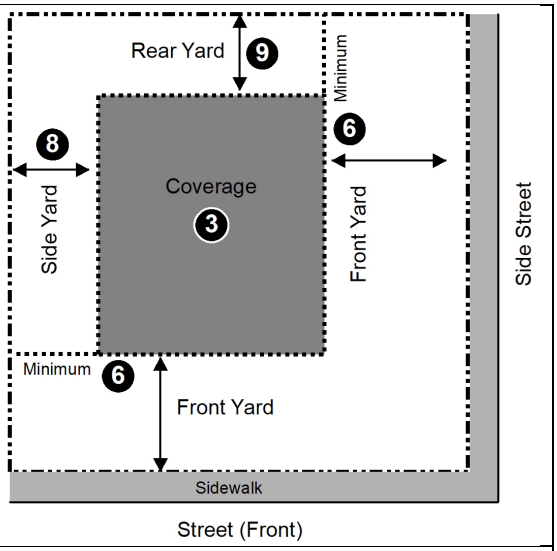
1. Heavy Industry

C. Overlay Applicability. New I-2 districts are not suitable for location within any of the overlay districts.

D. Permitted Uses. See the Use Table (Sec. 64-2-24.1).

E. Dimensional Standards





1	**Lot area** *(minimum)*	Not Applicable
2	**Density** *(maximum)*	Not Applicable
3	**Coverage** *(maximum)*	75%
4	**Height** *(maximum)*	100 feet
5	**Building Size** *(maximum)*	Not Applicable
6	**Front Yard** *(minimum)*	25 feet
7	**Front Yard** *(maximum)*	Not Applicable
8	**Side Yard** *(minimum)*	Not Applicable
9	**Rear Yard** *(minimum)*	Not Applicable
10	**Landscaping percent** *(minimum)*	12%
11	**Common Open Space per dwelling unit**	Not Applicable
12	**Common Civic Space** *(minimum)*	Not Applicable

Sec. 64-2-23 Planned Development (PD)

A. Applicability

1. This Section establishes Planned Development districts that are applied at the request of a property owner, or their authorized agent.

2. An application for PD rezoning must include the following minimum contiguous land area:

(a) Areas east of I-65 and north of I-10: 5 acres, and
(b) Areas west of I-65 or south of I-10: 10 acres.

B. Generally

1. Submittal requirements for PD applications and concept plans are established in Article 10.

2. The procedures for approving a PD are established in Article 5.

3. The PD District is not intended to be used as a means to reduce the standards and requirements for the development of property as otherwise required by this Chapter.

4. The PD District is available for projects that use alternative ways to implement the policies of Map for Mobile.

C. Permitted Uses. The uses permitted in the PD are established as a condition of PD approval.

D. Dimensional and Design Standards

1. Development and performance standards for the PD zoning shall be established as a condition of PD approval.

2. The following otherwise applicable zoning standards and regulations shall be established as part of the PD Application and Concept Plans:

(a) Permitted and prohibited uses
(b) density
(c) lot size
(d) coverage
(e) Setbacks
(f) building height
(g) Open or Civic Space
(h) off-street and on-street parking and loading
(i) signs
(j) screening, landscaping or buffering
(k) building design
(l) Site design
(m) tree preservation
(n) project phasing
(o) requirements for compatibility with surrounding development

3. The submittal by the property owner, or their authorized agent and the approval by the City Council of the Concept Plans is a firm commitment by the property owner, or their authorized agent that the development will comply with the approved plans.

Sec. 64-2-24 Use Table

A. Permitted Uses. The Use Table (see Sec. 64-2-24.1) establishes uses permitted within each zoning district, and how they are permitted. For additional reference, please see Article 8, Definitions. The uses permitted in each of the zoning districts established in this Article are permitted as follows:

R	**Allowed By Right**	Uses in the Use Table identified by "R" in any column are allowed by Right in that particular district subject to the conditions specified in Article 4 or elsewhere in this Chapter.
S	**Special Exception**	Uses in the Use Table identified by "S" in any column are permitted only if a Special Exception is approved by the Board of Adjustment (BZA) (see Article 5, Procedures). Special Exceptions are also subject to any conditions and limitations specified in Article 5 or imposed as a condition of approval by the BZA. See Article 10 for application information.
C	**Conditional Uses**	Uses in the Use Table identified by "C" in any column are permitted only if a Conditional Use Permit is approved by the City Council (see Article 5, Procedures). Conditional Use Permits are also subject to any conditions and limitations specified in Article 5 or imposed as a condition of approval by the City Council. See Article 10 for application information.
A	**Accessory**	Uses in the Use Table identified with an "A" are permitted only as an Accessory Use to another use that is allowed by Right, by Special Exception, or as a Conditional Use in the applicable district.
	Not Permitted	Uses in the Use Table identified by a blank cell are not permitted in that particular district.
*	**Uses***	Uses in the Use Table with an asterisk (*) have additional requirements found in Articles 3 or 4.
	Uses not listed	If a requested use is not specifically listed in the Use Table, the Director shall determine whether or not the use is allowed by Right, by Special Exception, as a Conditional Use or not permitted. This determination shall be based upon the similarity in nature and character to one or more uses that are listed in the Use Table. In making this determination, the Director may refer to the following factors as guidance: • Whether the use has visual, traffic, environmental and other impacts similar to an expressly listed use. The Director may refer to empirical studies or generally accepted planning or engineering sources in making this determination. The burden is on the Applicant to establish that the use is similar to the expressly listed use, or • Whether the use is within the same industry classification as another permitted use. In making this determination, the Administrator may refer to the most recent edition of the *North American Industry Classification Manual* (Executive Office of the President, Office of Management and Budget, 2017)("NAICS"). If the use is not defined in the NAICS, the Administrator may refer to the American Planning Association, *Land-Based Classification Standards LBCS Tables* (April 1, 2001). • The Director's decision is appealable to the Board of Adjustment (see Article 5).

B. Compliance with District Requirements

1. Any use allowed by Right, by Special Exception, Conditional Use Permit or as an Accessory Use in any district must comply with the requirements of the district in which it is located unless the Board of Adjustment approves a variance from those requirements.

2. Every use in any district other than R-A, MM, ML, MH, I-1 or I-2, or as specifically noted in the Use Table or Article 4, shall be conducted entirely within a completely enclosed structure (except for Accessory Uses).

3. The following applies to all T-B districts:

(a) Parking configuration and design.

(1) No more than a single row of angled parking stalls shall be located between the principle structure and a street.

(2) Minimum required parking facilities shall be in accordance with Section 64-3-12 of this Chapter except as follows:

a. General business/retail/office uses:

1. Limited to a maximum parking ratio of one (1) space per two hundred (200) square feet of gross floor area will be allowed.

2. Any parking spaces provided in excess of the ratio of one (1) space per two hundred (200) square feet shall be of an alternative parking surface, as defined in Section 64-3-12 of this Chapter.

b. Restaurants and other food/beverage uses:

1. Limited to a maximum parking ratio of one (1) space per seventy-five (75) square feet.

2. Any parking spaces provided in excess of the ratio of one (1) space per seventy-five (75) square feet shall be of an alternative parking surface, as defined in Section 64-2 of this Chapter.

(b) Drive-Thrus. Drive-Thrus are not permitted in a T-B district.

(c) Hours of operation. Hours of operation of uses located in T-B districts shall be limited to the following:

(1) Retail: 6 a.m. to 10 p.m.

(2) Restaurants: 6 a.m. to 12 a.m.

Table 64-2-24.1 Use Table

Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Agriculture:																			
Agriculture & Forestry	R																		
Community Garden	R	S	S	S	S	S	R	S	R	R	R	R	R	R	R	R	R	R	R
Community Supported Agriculture	R	S																	
Greenhouse	R										S			S				R	R
Animal Services:																			
Animal Services (Indoor)	R						R			R	R	R						R	R
Animal Services (With Outdoor Runs)	R						S			S	S	S	R	S				R	R
Taxidermy											S			S				R	R
Arts, Entertainment & Recreation:																			
Adult Entertainment Enterprise*											R	R							
Amphitheater											S				S				
Art Gallery					R	R		R	R	R	R	R			R				
Art Studio	A	A	A	A	R	R	A	R	R	R	R	R	R	R	R	R	R	R	R
Carnival/Circus	C	C									R	R						R	
Civic Space	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Cultural Facility					S	S	S	S	S	S	R	R	R		S				
Entertainment Facility or Event Venue										R	R	R			S				
Health/Fitness club							S	R	R	R	R	R			R				
Night Club										R	R	R							
Recreational Facility, Indoor											R	R							
Recreational Facility, Outdoor or Major	S	S	S	S	S	S	S	S	S	S	R	R	S	S	S	S	S	S	S

Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Theater					S	S		S	S	R	R	R			R				
Youth Organization Camp	S	S																	
Assembly:																			
Cemetery/Mausoleum	S	S	S	S															
Club or Lodge (Private)					S		S	S	S	R	R	R	R	R	S	R	R	R	
Exhibition, Convention, or Conference Facility											S	R							
Religious Facility	C	C	C	C	C	C	R	R	R	R	R	R	R	R	S				
Automotive:																			
Auto Repair											R	R	R	R				R	R
Auto Service										R	R	R	R	R				R	R
Automobile/Light Truck/RV/Personal Water Craft/Motorcycle dealership											R	R	R	R	S	R	R	R	R
Car Wash*										R	R	R	R	R				R	R
Gasoline Sales										R	R	R	R	R	R	R	R	R	R
Gasoline Sales, with Auto Repair											R	R	R	R				R	R
Gasoline Sales, with Auto Service										R	R	R	R	R				R	R
Heavy Truck/Farm Equipment/Construction Equipment Dealer											S	R	R	R				R	R
Truck Repair											S	R	R	R				R	R
Truck Stop												S	R	S				R	R
Communications Facilities:																			
Broadcast Transmission Facility							C			C	R	S	S	R				R	R

Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Broadcast Studio							R			R	R	R	R	R				R	R
Telecommunications Facility Requiring Class 1 Permit*	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Telecommunications Facility Requiring Class 2 and 3 Permits*	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Telecommunications Facility* Requiring Class 4 Permit							S		S	S	S	S	S	S	S	R	R	R	R
Weather or Environmental Monitoring Station	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Day Care:																			
Adult Day Care					S		S	R	R	R	R	R							
Child Day Care					S		S	R	R	R	R	R							
Child Day Care (Home Based)	A	A	A	A	A	A	A	A	A	A	A	A			A				
Education:																			
Business College/Technical School							S			R	R	R							
Personal Instructional Services					R		R	R	R	R	R	R		R	R				
School (private)		C	C	C			C			S	S	S							
Vocational/Trade School											R	S		R		R	R	R	R
Financial Services:																			
Alternative Financial Service Provider										R	R	S		R					
Automated Teller Machine, Freestanding Drive-Up							S		R	R	R	R	R	R	R	R	R	R	R
Financial Institution					S		S	R	R	R	R	R	R	R	R	R	R	R	R
Food & Beverage Sales/Service:																			
Bar/Lounge					C	C		C		R	R	R			R				

Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Food Market					R			R	R	R	R	R			R				
Food Preparation					R	R		R	R	R	R	R			R				
Food Sales < (less than) 60,000 sf								R	R	R	R	R	R	R				R	R
Food Sales > (greater than) 60,000 sf											R	R	R	R		R	R	R	R
Mobile Food Vendor Park					S	S		S	R	R	R	R		R	R				
Restaurant					R	R		R	R	R	R	R	R	R	R	R	R	R	R
Restaurant, Drive-In										S	R							R	
Restaurant, Drive-Thru*									R	R	R	S	R					R	R
Seafood Processing																R	R	R	R
Snack or Beverage Bars					R	R		R	R	R	R	R	R	R	R	R	R	R	R
Government Support/Non-Profit:																			
Armory (private)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Correctional Facilities (private)													S	S		S	S	S	S
Emergency Response Facility (private)	C	C	C	C	C	C	C	C	C	C	R	R	R	R	S	R	R	R	R
Postal Services (private)	S	S	S	S	S	S	S	S	S	S	R	R	R	R	S	R	R	R	R
Social Assistance, Welfare and Charitable Services						C	C	C	R	R	R	R	R	R		R	R	R	R
Vehicle/Equipment Maintenance Facility													S	S		R	R	R	R
Group Living:																			
Community Residence, Family*	C	C	C	C	C	C	C	C	C	C	C	C			C				
Community Residence, Transitional*				C	C	C	C	C	C	C	C	C			C				
Disciplinary Care Facility											S		S	S				S	S
Dormitory/Fraternity/Sorority				C			C	C	C	S	S	S							
Emergency Refuge				R			R	R	R	R	R	R	R	R					

Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Emergency Shelter							S		S	S	S	S	R	R					
Foster Care, Child or Adult	A	A	A	A	A	A	A	A	A	A	A	A			A				
Life Care or Continuing Care Services				S	S		R	S	R	R	R	R			R				
Retirement Home or Elderly Housing				R	R	R	R	R	R	R	R	R			R				
Rooming and Boarding										S	R	R							
Lodging:																			
Bed and Breakfast				C	C	C	C	R	R	R		R			R				
Hotel/Motel/Hostel					C	C					R	R			R				
Recreational Vehicle Park											S				S				
Manufacturing & Employment:																			
Boat Building														S		R	R	R	R
Coal Handling Facility*																	C		C
Contractor with Storage Yard														R		R	R	R	R
Data Processing, Hosting and Related Services (including Data Centers)											R	R	R	R				R	R
Industrial Launderer											S	S	R	S		R	R	R	R
Manufacturing, General													S	S		R	R	R	R
Manufacturing, Hazardous Materials																	C		C
Manufacturing, Intensive																	C	C	C
Media Production											S	R	R	R				R	S
Mining & Quarrying																			S
Oil and Gas Company (Drilling and Exploration)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	R
Oil and Mining Support Activities																	R		R

Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Research and Development											S		R	S		R	R	R	R
Stone Cutting											S		S	S		R	R	R	R
Welding, Metal Fabrication and Pipefitting											S		S	R	A	R	R	R	R
Maritime:																			
Boat Launch	C	C	C	C	C	C	C	S	S	S	R	S	S	S	R	S	S	S	S
Kayak/Canoe Launch	C	C	C	C	C	C	C	S	S	S	S	S	S	S	R	S	S	S	S
Marina	C	C	C	C	C	C	C	S	S	S	R	S	S	S	R	S	S	S	S
Marine Cargo and Freight Handling													S	S	S	R	R	R	R
Marine Passenger Transportation											R	R			S	R	R	R	R
Marine Salvage																S	R	S	R
Marine Supply and Chandlery											R	R	R	R	S	R	R	R	R
Port																R	R	R	R
Shipyard/Dry Dock																S	R		R
Medical:																			
Clinic, Dental or Medical					S		R	R	R	R	R	R	R	R	R	R	R	R	R
Hospital							R			R	R	R							
Office, Business & Professional:																			
Office					R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Personal/Business Services:																			
Appliance Repair Services								R	R	R	R	R		R					
Bail Bond Services											S	R		R		R	R	R	R
Building Maintenance Services										R	R	R	R	R		R	R	R	R
Business Support Services					S		S	S	S	R	R	R	R	R	S			R	
Courier, Messenger and Delivery Services										R	R	R	R	R				R	R

Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Crematorium											A	A		S				R	R
Day Labor Service										S	R	R	R	R		R	R	R	R
Dry Cleaning and Laundry Pick-up					R			R	R	R	R	R	R	R	R			R	
Funeral & Interment Services											R	R							
Linen/Uniform Supply											R	S	R	R				R	R
Personal Services					S		S	R	R	R	R	R			R				
Residences:																			
Cottage Court				R	R	R	R	R	R	R	R	R			R				
Dwelling, Multi-Family				R	R	R	R	R	R	R	R	R			R				
Dwelling, Single-Family	R	R	R	R	R	R	R	R	R	R	R	R			R				
Dwelling, Two-Family (Duplex)			R	R	R	R	R	R	R	R	R	R			R				
Live/Work Dwelling				S	R	R	R	R	R	R	R	R			R				
Manufactured (Mobile) Home	C	C	C	C															
Manufactured Housing Land Lease Community				C															
Townhouse/Row house				R	R	R	R	R	R	R	R	R			R				
Zero Lot Line Home		S	S	R	R	R	R	R	R	R	R	R			R				
Retail sales:																			
Convenience Store								R	R	R	R	R	R	R	R	R	R	R	R
Convenience Store (with Gasoline Sales)										R	R	R	R	R	R	R	R	R	R
Garden Supply								R	R	R	R	R	R	R		R	R	R	R
Hardware/Home Improvement Stores and Building Materials < (less than) 30,000 sf								R	R	R	R	R	R	R		R	R	R	R

Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Hardware/Home Improvement Stores and Building Materials > (greater than) 30,000 sf											R	R	R	R		R	R	R	R
Liquor Store										R	R	R		R	R				
Machinery and Equipment Rental and Leasing											S	S	R	R		R	R	R	R
Manufactured (Mobile) Home Dealers											R		R					R	R
Nonstore Retailers									R	R	R	R	R	R		R	R	R	R
Nursery/Horticulture/Farm Supply											R	R	R	R		R	R	R	R
Retail, general < (less than) 60,000 sf								R	R	R	R	R	R	R		R	R	R	R
Retail, general > (greater than) 60,000 sf											R	R	R	R		R	R	R	R
Transportation/Parking:																			
Airport																		R	R
Dredged Material Management Facility																S	S	S	R
Ground Passenger Transportation											S	S		R				R	R
Heliport/Miscellaneous Air Transportation	R						C			C	S	S		S		R	R	R	R
Parking Facility*							R			R	R	R	R	R		R	R	R	R
Passenger Depot											S	S				R	R	R	R
Railroad Facilities																S	R	S	R
Transit Shelter	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Utilities:																			

Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Utility, Intermediate (need not be within an enclosed structure)*	S	S	S	S	S	S	S	S	S	R	R	S	R	R	S	R	R	R	R
Utility, Major (need not be within an enclosed structure)*											C		C	C		C	C	C	C
Utility, Minor (need not be within an enclosed structure)*	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Warehousing, Storage & Distribution:																			
Boat Storage Facility										S	R	R	R	R	R	R	R	R	R
Building and Landscaping Materials Supplier											S	S	R	R		R	R	R	R
Float Barn												S	S	R		R	R	R	R
Freight Depot											S	S	R	S		R	R	R	R
Fuel Distribution																	C		C
Hazardous Substance Storage Tank*																	C		C
Liquified Natural Gas Storage and Processing																	C		C
Machinery and Heavy Equipment Sales and Service											S	R	R	R				R	R
Oil & Gas Storage*																	C		C
Outdoor Storage														R		R	R	R	R
Petroleum Recovery																S	S	R	R
Petroleum Recycling																			R
Self-Service Storage Facility										S	R	S	R	R				R	R
Vehicle Towing and Storage Facility											R			R		R	R	R	R
Wholesale Distribution, Warehousing and Storage											S	S	R	S		R	R	R	R

Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Wholesale Distribution, Warehousing and Storage (less than 40,000 sf GFA)											R	R	R	R		R	R	R	R
Waste-related:																			
Composting Facility	S																	S	S
Hazardous Waste Disposal																			C
Hazardous Waste Transfer																			C
Junkyard																			S
Recycling Drop Off										R	R	R	R	R		R	R	R	R
Recycling Plant																		R	R
Recycling Transfer Station													S			R	R	R	R
Remediation Services																			C
Solid Waste Facility																			C
Solid Waste Disposal																			C
Solid Waste Transfer																			C
Waste Management Services, Other											R							R	R
Accessory:																			
Accessory Building or Structure	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Accessory Retail and Personal Service, Office or Recreational Use					A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Accessory Use (generally)	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Caretaker or Guard							A		A	A	A	A	A	A	A	A	A	A	A
Construction Laydown yard	C	C	C	C	C	C	A	C	A	A	A	A	A	A	A	A	A	A	A
Dumpster*				A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Electric Vehicle Charging Station	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Home Occupation*	A	A	A	A	A	A	A	A	A	A	A	A			A				

Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Parking Garage, Private	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Recreational Facility, Accessory	A	A	A	A	A	A	A	A	A	A	A	A			A				
Recycling Drop-Off Center	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Wharf and Dock Shed	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Temporary Uses:																			
Above Ground Storage Tanks*																S	R	S	R
Construction Laydown Yard*	R						R		R	R	R	R	R	R	R	R	R	R	R
Construction Office or Office Trailers*	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Garage or Yard Sales*	R	R	R	R	R	R	R	R	R	R	R	R			R				
Heavy Duty Commercial Vehicle Parking*													R			R	R	R	R
Portable Storage Units*	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Real Estate Sales Offices and Model Home Complexes*	R	R	R	R	R	R	R	R	R	R	R	R			R				
Temporary Residential Dwellings*	R	R	R	R	R	R	R	R	R	R	R	R			R				

A	Accessory Use	C	Conditional Use	R	Allowed By Right	S	Special Exception

Chapter 64 Unified Development Code

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Article 3 Development Standards

Sec. 64-3-1 General Provisions

A. Applicability

1. This Article applies to all zoning districts except:

(a) Those within the boundaries of the Springhill Overlay (see Article 13);

(b) Those within the boundaries of the Downtown Development District (see Appendix A); and

(c) Planned Developments.

B. Design & Improvements, Generally

1. Standards. Street utility, landscaping, parking and other improvements shall be installed in each new development in accordance with the standards and requirements of this Chapter and all other applicable requirements of the City Code, including but not limited to Chapter 17-Stormwater Management and Food Control and Chapter 25-Garbage, Litter and Lot Maintenance.

C. Construction of Required Improvements

1. The Applicant shall construct all public and private improvements for the Development as may be required by this Chapter.

2. No final certificate of occupancy shall be granted until all required public improvements are accepted, and private improvements are approved.

Sec. 64-3-2 Adequate Public Facilities

A. Access

1. All Developments must have access to a properly maintained public or private street. Access may be provided by a recorded dedicated easement or other recorded legal instrument.

B. Utilities

1. Wastewater. Developments must be served by a public sanitary sewer system where available, or an approved private sewage disposal system in accordance with Alabama Department of Public Health/Mobile County Health Department. Prior to the issuance of any permits for new construction, the Applicant must document that the Development will be adequately served by sanitary sewer.

2. Water. Developments must have access to an approved water supply. Prior to the issuance of any permits for new construction, the Applicant must document that the Development will be adequately served by a state approved potable water source.

Sec. 64-3-3 Pedestrian Circulation and Sidewalks

A. Applicability

1. This Section applies to Site plan approvals associated with multi-family, commercial, maritime and industrial Developments.

B. Pedestrian Connections

1. Pedestrian connections shall be provided as follows:

   (a) A walkway connecting the main building entrance to a public sidewalk;

(b) Pedestrian facilities shall be designed to comply with all applicable federal, state and local accessibility requirements;

(c) Multi-family development with common areas shall provide walkways connecting residential buildings to common Open Space and Civic Spaces; and

(d) If the development connects to public open space (such as a park, greenway, or multi-use trail), at least one dedicated pedestrian and bicycle connection to the Open Space shall be provided.

Figure 64-3-3. 1 Sidewalk Connection to Street

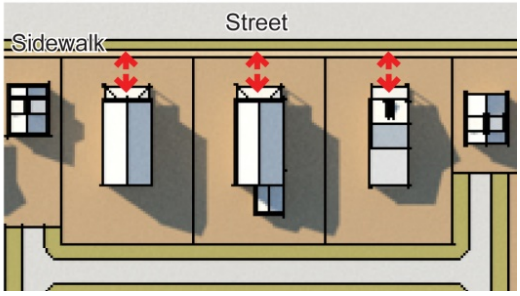
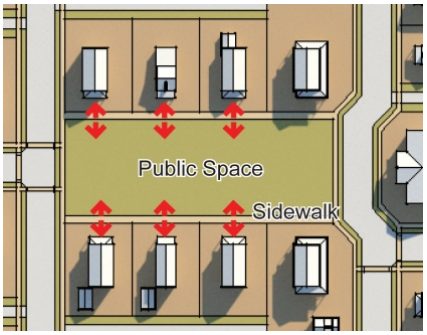


Figure 64-3-3.2 Sidewalk Connection to Open Space



Sec. 64-3-4 Vehicular Access Management and Driveways

A. Applicability

1. This Section applies to Applications for Site Plan approval that are required as part of the Application process for a Rezoning, Conditional Use Permit, Special Exception, Variance, Land Disturbance Permit or Building Permit.

2. An Application for Site Plan approval must include an Access Management Plan that shows how the access points and the site's circulation system (including internal streets, parking areas and Driveways) conform to this Section.

3. The number and location of access points are determined as part of the Site Plan review process.

B. Access Principles

1. Because frequent median breaks and curb cuts can be an impediment to the proper and safe functioning of Streets, access to the Street may be limited by any combination of the following means:

   (a) Cross-access easements, minimum Driveway separations, shared Driveways and frontage roads.

   (b) Designing and arranging Driveways to avoid requiring vehicles to back into a public right of way.

   (c) A series of cul-de-sacs, U-shaped Streets, or short loops entered from and designed generally at right angles to the parallel Street, with the rear lines of their terminal lots backing onto the major arterial.

C. Number and Spacing of Access Points

1. Generally, each lot is allowed one access point to an abutting Street, however, shared access is encouraged wherever possible. Additional access points may be allowed, if there is sufficient frontage and additional access does not impact the proper and safe functioning of the street(s).

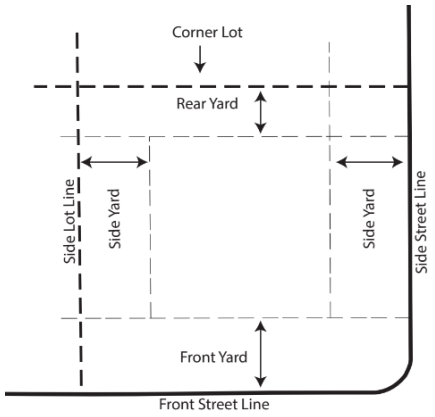
Sec. 64-3-5 Corner Lots, Yards/Yard Encroachments, Fences and Walls

A. Corner Lots

1. A corner Lot is considered to have a Front Yard on each Lot line abutting a Street, and a side Lot line abutting an interior Lot. This Section shall not reduce the buildable width to less than thirty (30) feet or require a Front or Side Yard of more than twenty (20) feet.

2. Visibility at Intersections. On a corner Building Site in any district in which a Front Yard is required, no Fence, wall, Hedge, Structure, Dumpster or planting creating a material impediment to visibility between the heights of three (3) feet and eight (8) feet above the Street grade at the intersection shall be erected, placed or maintained within the triangular area (site triangle) formed by the intersecting Street lines and a straight line connecting such Street lines at points equidistant from such point of intersection and passing through a point which point is the intersection of lines defining the Front and Side Yards.

Figure 64-3-5.1 Corner Lot



3. Side Yard Exception for Small Lots. Where Side Yards are required and a Lot of Record is less than sixty (60) feet wide, the sum of the widths of the two (2) Side Yards shall be at least one-third (1/3) the width of the Lot, and neither Side Yard shall have a width of less than one-seventh (1/7) the Lot width. However, each Yard shall have a width of at least five (5) feet.

4. Double-Counting Yards Prohibited. No part of a Yard or other Open Space required for any Structure by the applicable Zoning Regulations counts as a part of the Yard or other Open Space required for another Structure.

B. Encroachments

1. Except as provided below, Yards shall be unoccupied and unobstructed from three (3) feet above the general ground level of the Building Site upward.

2. The features designated and as conditioned below may encroach into a required Yard subject to height limitations and intersection visibility requirements (see Article 3Sec. 64-3-5C.1(a)) and Building Code separation requirements:

Table 64-3-5.1 Encroachments

Feature	**Yards** *where encroachment is permitted*	**Maximum Encroachment**	**Minimum Setback from property line**
Arbors (maximum footprint of 80 sf and maximum height of 12')	Any Yard	No restriction	--
Basketball goal	Any Yard	No restriction	--
Balconies (open) at second floor or higher levels, wing walls, stoops, landings, and patios	Any Yard	5 feet	--
Bird houses, dog houses	Any Yard	No restriction	--
Ordinary projections of sills, belt courses, cornices, chimneys, buttresses, eaves, spouts/gutters, brackets, pilasters, grill work, trellises and similar architectural features	Any Yard	2 feet	--
Canopies, Freestanding	Front	10 feet into yard	--
Canopies having a roof area up to 60 sf	Front/Rear	6 feet into yard	--
Clothes line (up to 2 poles)	Rear/Side	No restriction	--
Decks, covered	Rear	30 inches into yard	--
Decks, uncovered	Rear/Side	5 feet into yard	--
Driveways	Any Yard	No restriction	--
Fences, walls, poles, posts and other customary yard accessories, ornaments and furniture	Any Yard	No restriction	--
Open fire escapes / enclosed outside stairways / handicap ramps required by the building code	Any Yard	3½ feet	--
	Rear	5 feet into rear yard	--
Flag pole	Any Yard	No restriction	--
Garages, attached or detached and loaded from an alley	Rear	No restriction	--
Gates	Any Yard	No restriction	--
Pool equipment, generators, HVAC units	Side/Rear	No restriction	Per currently adopted ICC codes
Utilities, Minor	Any Yard	Front setback encroachments	

Feature	Yards *where encroachment is permitted*	Maximum Encroachment	Minimum Setback from property line
		cannot create a line of sight hazard as determined by the City of Mobile Traffic Engineer	
Landscaping, lawns, berms, trees, shrubs	Any Yard	No restriction	--
Light Poles	Any Yard	No restriction	--
Mailboxes	Any Yard	No restriction	--
Playground equipment, trampolines	Any Yard	No restriction	--
Pool/pool areas with terraces or patios: A pool/pool area with a Terrace or patio shall not be considered in the determination of Yard sizes or Lot Coverage, provided that such area is unroofed and without walls or Parapets or other forms of enclosure.	Rear/Side	No restriction	Per currently adopted ICC codes
Overhanging roof, pier, Awnings, Marquees and second-story Balconies, steps, structural overhangs or projections enclosing habitable living space or similar architectural features	Any Yard	Shall not extend within a planting strip or tree well area, or more than 2-feet into a required yard	--
Projecting overhangs on the ground floor not listed above	Any Yard	No restriction	Per currently adopted ICC codes
Projecting windows such as bays, bows, oriels or dormers	Any Yard	5 feet	Per currently adopted ICC codes
Ramps for citizens with impairments	Any Yard	No restriction	--
Retaining Walls	Any Yard	No restriction	--
Vending Machines (including ice machines, video rental machines), ATMs	Side/Rear	No restriction (prohibited in a required buffer)	--

C. Fences and Walls

1. Height

(a) No Fence or wall that obstructs sight shall be erected or altered in any required Front Yard to exceed a height of three (3) feet.

(b) Except as specified in the *Design Review Guidelines for Mobile's Historic Districts* for sites in Historic Districts, any Fence or wall beyond the required Front Yard may not exceed a height of eight (8) feet.

(c) On a corner Building Site having to its rear a Building Site facing toward the intersecting or side Street, no Fence or wall that obstructs sight shall be erected or altered in the required Side Yard to exceed a height of three (3) feet.

2. Design

(a) Electrified Fences or Fences composed of barbed wire or other dangerous materials may be permitted only in R-A, CW, B-3, B-5, I-1, I-2, ML and MH districts upon approval of the Director. Applications for Fences composed of electrified fences, barbed wire or other dangerous materials, will not be approved in any other district, unless a Variance is approved by the Board of Adjustment.

Sec. 64-3-6 Building Design and Height

A. Applicability

1. Every new multi-family, commercial, maritime and mixed use Building must include at least one feature from each of the following categories:

(a) Site Frontage;

(b) Building Form-Height;

(c) Building Form-Wall; and

(d) Architectural Feature.

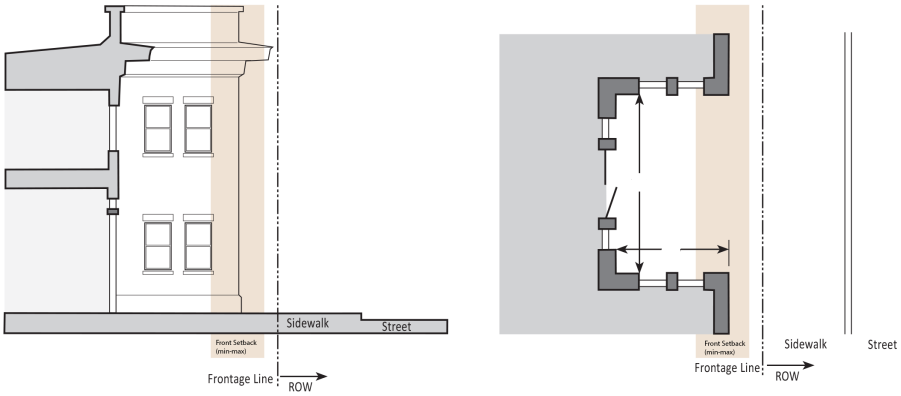
B. Site Frontage

1. This Section establishes how the Primary Facade of a Building relates to an abutting Street or Parking Lot.

2. The Site Frontage must extend across the entire Building Frontage.

(a) Pedestrian Courtyard.

Figure 64-3-6.1 Pedestrian Courtyard Frontage Type



(1) Requirements:

a. The entry Courtyard shall be located at the Primary Entrance.

b. The width of the entry Courtyard counts toward frontage build out.

c. Courtyards shall recess no more than fifty (50) percent of the Building Facade.

d. Courtyards shall be enclosed on three sides by the Building Facade.

e. Courtyards shall be a minimum depth of eight (8) feet.

(b) Vehicular Courtyard.

Figure 64-3-6.2 Vehicular Courtyard Frontage Type



(1) Requirements:

a. Courtyards shall recess no more than fifty (50) percent of the Building Facade.

b. Courtyards shall be a minimum depth of eight (8) feet.

c. Courtyards shall be enclosed on three (3) sides by the Building Facade.

(c) Landscape Area

(1) Requirements:

a. The Landscape Area shall be a minimum depth of any required Setback or five (5) feet, whichever is greater, and may extend to the front property line.

(2) Lawn.

(3) Mixed Vegetation.

(d) Patio Area.

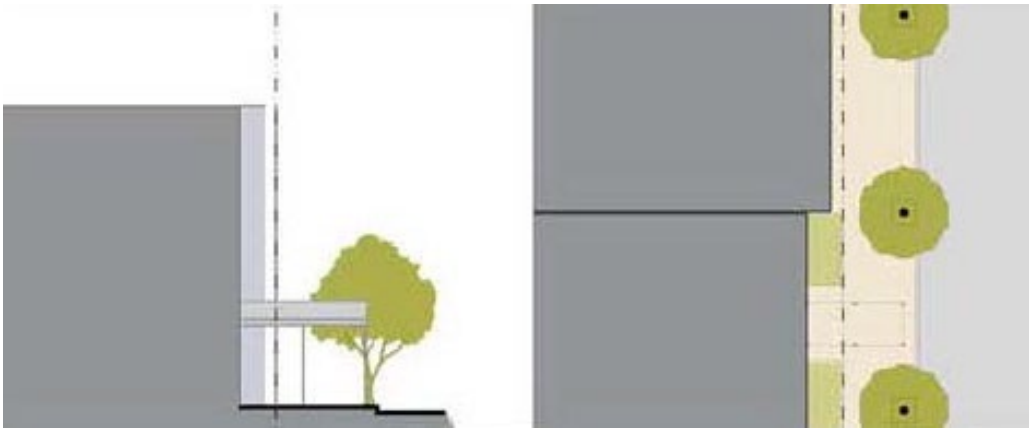
(1) Requirements:

a. The Patio Area shall be a minimum depth of any required setback or five (5) feet, whichever is greater, and may extend to the front property line.

(e) Sidewalk frontage.

(f) Terrace.

Figure 64-3-6.3 Terrace Frontage Type



(1) Requirements:

a. The Terrace shall be a minimum of eight (8) feet deep and may extend to the front property line.

C. Building Form

1. The Building Form Section establishes the criteria for building articulation as it relates to height or shape. Every new Building must include a minimum of one (1) height variation, and one (1) wall variation.

2. Height Variation

(a) Height Elements:

(1) Pitched Roof Element.

(2) Raised Parapet.

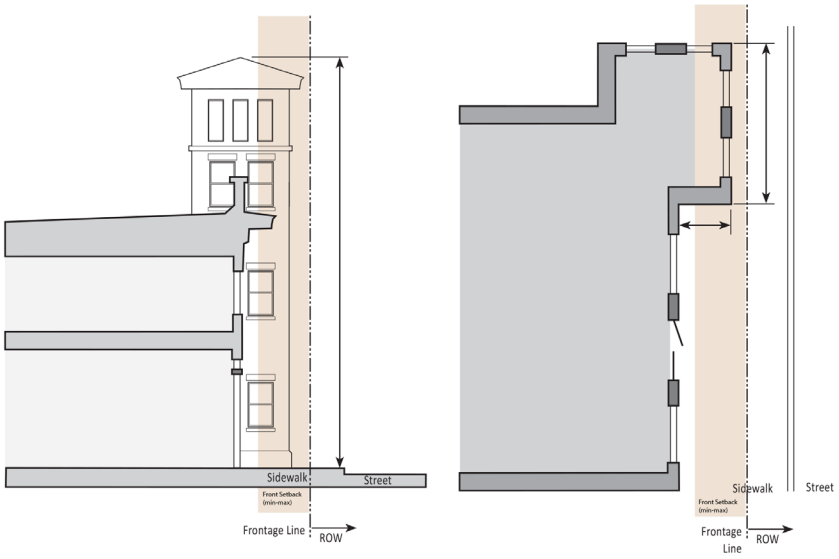
(3) Tower.

(b) Requirements:

(1) A variation in Building or Parapet height of at least two (2) feet or four (4) feet for Buildings greater than twenty-four (24) feet in height.

(2) Use of more than one (1) roof form to divide the Building into different Building modules.

Figure 64-3-6.4 Tower/Raised Parapet/Pitch Roof Element Frontage Type



(c) Height exceptions:

(1) The height limits for the Zoning Districts do not apply to:

a. Spires, belfries, cupolas, penthouses or domes not used for human habitation; chimneys, ventilators, skylights, water tanks, Parapet walls, cornices, radio and television receiving antennas or necessary mechanical appurtenances usually carried above the roof level; these features are

limited to that height necessary for their proper functioning.

3. Wall Variation

(a) Wall Elements and Requirements

(1) Notch.

(2) Offset.

(3) Projection.

D. Architectural Feature

1. Arcade/Colonnade/Gallery

(a) Requirements. Arcades, Colonnades and Galleries shall conform to the following minimum specifications:

(1) Minimum clear width from the interior face of the support columns to the Building's Primary Facade is ten (10) feet;

(2) Minimum clear height of at least ten (10) feet above the sidewalk;

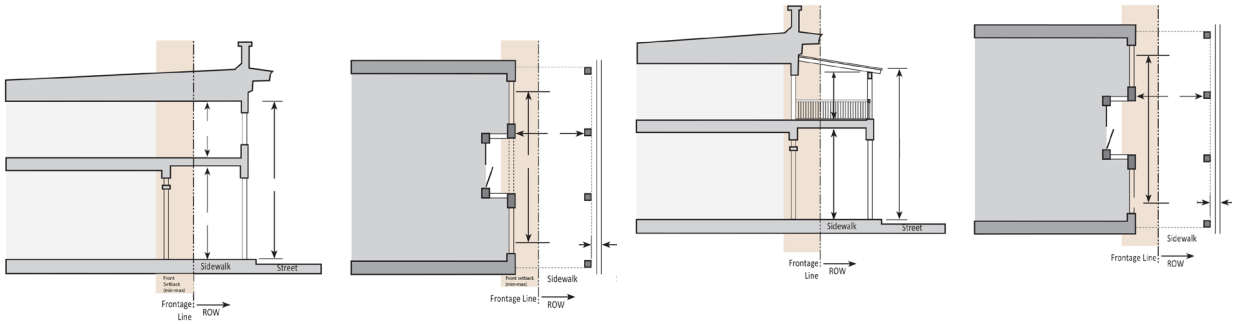
(3) Maximum spacing: no further than column's height (measured from finished surface to the top of the column); and

(4) Minimum horizontal extension over the façade width (measured from the edge of the furthest columns) is seventy-five (75) percent.

(b) Options:

(1) Arcades, Colonnades and Galleries may include all elements of a storefront frontage.

Figure 64-3-6.5 Arcade/Colonnade/Gallery Frontage Type

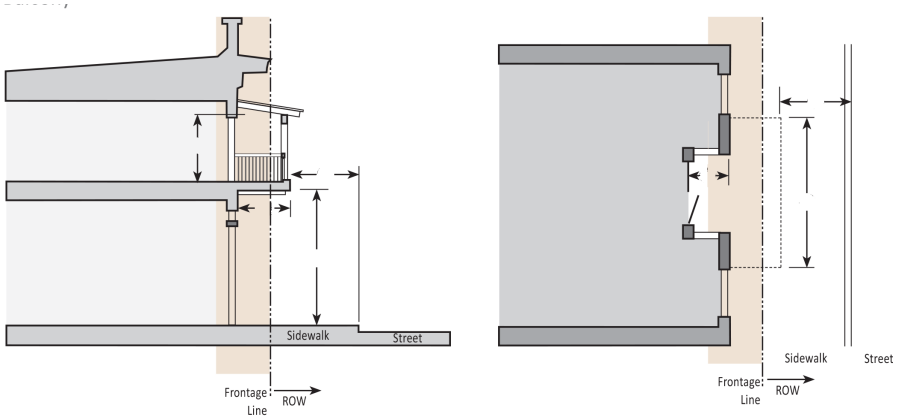


2. Awning/Canopy/Marquee

(a) Over ground-story doors or windows a depth of at least five (5) feet, and a clear height of at least eight (8) feet above the sidewalk are required.

3. Balcony

Figure 64-3-6.6 Balcony Frontage Type



(a) Requirements:

(1) Balconies shall have a minimum depth of three (3) feet and a maximum depth of six (6) feet from the Facade;

(2) Balconies shall have a clear height of at least ten (10) feet above the sidewalk; and

(3) Balconies must be open toward the Street or Primary Frontage.

(b) Options:

(1) Balconies may have roofs.

(2) Balconies may extend into the right-of-way; however a Right of Way Non-Utility Use Agreement and Right-of-Way Permit are required.

4. Porch

(a) Requirements:

(1) Front Porches shall be a minimum eight (8) feet deep;

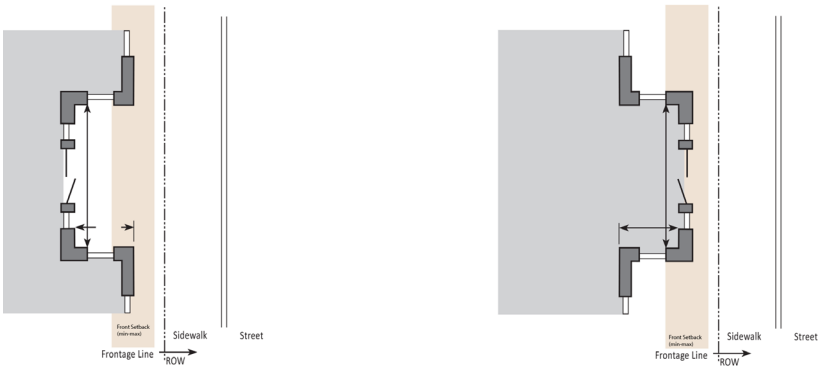
(2) Front Porches are required to be open and un-air-conditioned;

(3) Partial walls and railings on Porches shall comply with the current Building Code adopted by the City of Mobile; and

(4) Porches may not extend into the right-of-way.

5. Projected or Recessed Entry

Figure 64-3-6.7 Recessed or Projected Entry Frontage Type



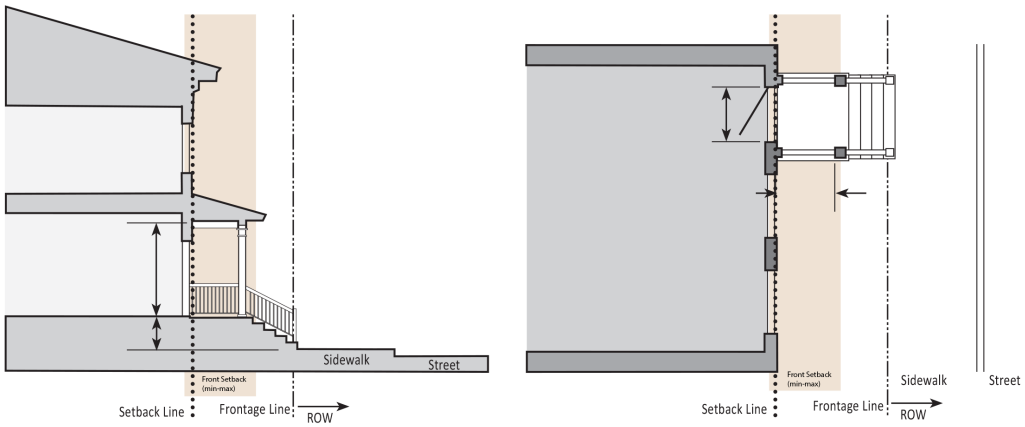
(a) Requirements:

(1) The entry shall extend vertically at least fifteen (15) feet or to the top of the front elevation and with a continuous width of at least

twelve (12) feet at all points along the required vertical dimension.

6. Stoop

Figure 64-3-6.8 Stoop Frontage Type



(a) Requirements:

(1) Stoops shall be between four (4) and six (6) feet deep; and

(2) Partial walls and railings on Stoops shall comply with the current Building Code adopted by the City of Mobile.

7. Storefront

(a) Requirements:

(1) The Storefront area is calculated by multiplying the width of the Building Frontage by the ground floor height; and

(2) Storefronts shall provide transparent windows for at least fifty (50) percent of the Storefront Facade, calculated separately for each Building Frontage.

Sec. 64-3-7 Landscaping & Tree Requirements

A. Landscaping

1. Applicability

(a) This Section applies to each Building Site subject to an application for a Building Permit. This Section does not apply to property zoned R-1, Single-Family, and R-2, Two-Family.

(b) To encourage the renovation, upgrading and maintenance of existing Structures, this Section applies to sites with an existing Structure(s) if the total gross floor area of the presently existing Structure(s) is increased or decreased by fifty (50) percent. Increases or decreases can occur by either additions or deletions to existing Structure(s), or the placement or removal of Structures on the Site.

(c) Development in the Downtown Development District and the Springhill Overlay are subject only to Article 3 Sec. 64-3-7 A.5-10.

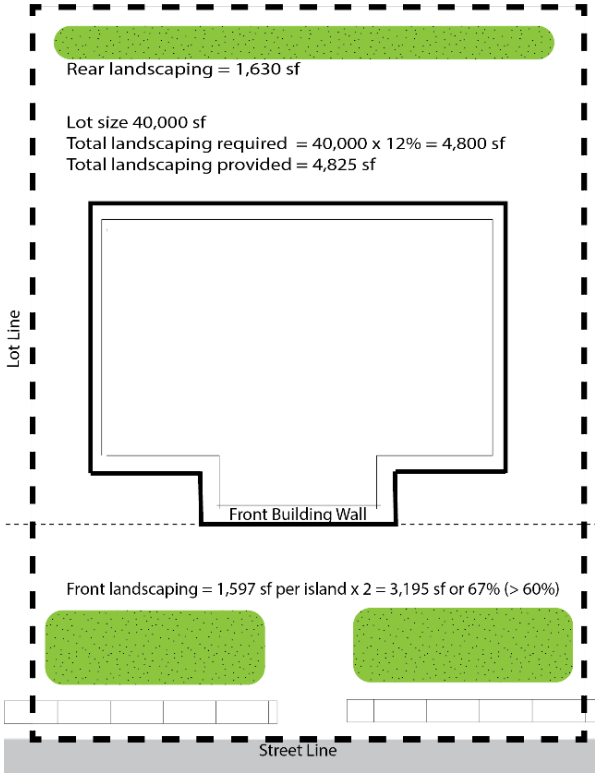
(d) Where landscaping is required by the Architectural Review Board and/or the Community Development Block Grant Program/Mobile Housing Board that exceeds the standards within this Section, if the provisions are in conflict, the higher standard shall prevail.

(e) Existing landscaping on Sites with existing Structures or areas suitable for landscaping shall not be reduced below the landscape requirements established in this Section.

(f) These requirements remain with any subsequent owner.

2. Building Site

Figure 64-3-7.1 Landscape Percentage Requirements



(a) Landscaping Percentage Requirements

(1) Building Site Landscape Area. The Zoning District regulations indicate the minimum percentage of the total Building Site that shall be landscaped.

(2) Front Lot Landscape Area. Except in B-4, General Business Zoning Districts, at least sixty (60) percent of the landscaping percentage required shall be located on the Building Site between the street facing property line and the Building wall(s) facing the street, or from the nearest portion of a Parking Lot along a street frontage (if further from the street than the Building), as illustrated in Figure 64-3-7.1 Landscape Percentage Requirements.

(b) Tree Requirements

(1) Frontage Trees.

a. Where a front Landscape Area is required, the front Setback must contain at least one (1) plant unit for every forty (40) feet of road Frontage, with at least one (1) Overstory Tree per fifty (50) feet of road Frontage.

b. Existing trees within the right-of-way between the back of curb and sidewalk or property line may count towards the frontage tree planting requirements if:

1. The trees exist when a Landscape Plan is filed (and are depicted on the Plan), and the Plan otherwise complies with the requirements of this Section.

(2) Perimeter Trees.

a. Where a Building Site is required to provide Landscape Area, the Building Site must contain one (1) plant unit for every fifty (50) feet of the outside lot perimeter, less those plant units required in the front Setback.

b. The plant unit mix for perimeter plants shall be at minimum one-half (1/2) Overstory Trees.

c. Building Sites located within ML, MH, I-1 or I-2 Zoning Districts are exempt from the perimeter tree requirements, except where abutting residentially used properties.

1. Perimeter trees are not required for Building Sites located within ML, MH, I-1 or I-2 Zoning Districts except along that property line where a Protection Buffer is required.

(3) Parking Lot Trees.

a. One (1) tree for every twenty (20) parking spaces for customers, employees and residents, with a minimum of one-third (1/3) of the trees to be Overstory Trees and the remainder may be Understory Trees.

b. Single-Family and Two-Family uses are exempt from this requirement.

(4) Tree Requirement Waivers.

a. If the Urban Forester determines that the number of trees required by this Section, after the application of credits, is inappropriate for the Site involved, the Urban Forester may:

1. waive any number of trees required, and

2. require the Applicant to donate the trees waived to the Mobile Tree Commission to be planted as public trees.

(c) Frontage/Perimeter Exclusion. When calculating plant unit requirements, the frontage (see Article 3 Sec. 64-3-7 A.2(b)(1)) and outside lot perimeter (see Article 3 Sec. 64-3-7 A.2(b)(2)) used to calculate required plant units may exclude the following:

(1) those areas within an overhead high voltage power easement;

(2) those areas within a drainage/utility easement;

(3) that portion of a lot line occupied by a Driveway;

(4) that portion of the frontage that is underneath the canopy of an existing tree planted in the right-of-way; and

(5) that portion of the perimeter that abuts commercially zoned properties.

(d) Frontage/Perimeter Planting Locations. When preparing the Landscape Plan, proposed trees shall not be planted in the following locations:

(1) those areas within an overhead high voltage power easement;

(2) those areas within a drainage/utility easement;

(3) underneath the canopy of an existing tree;

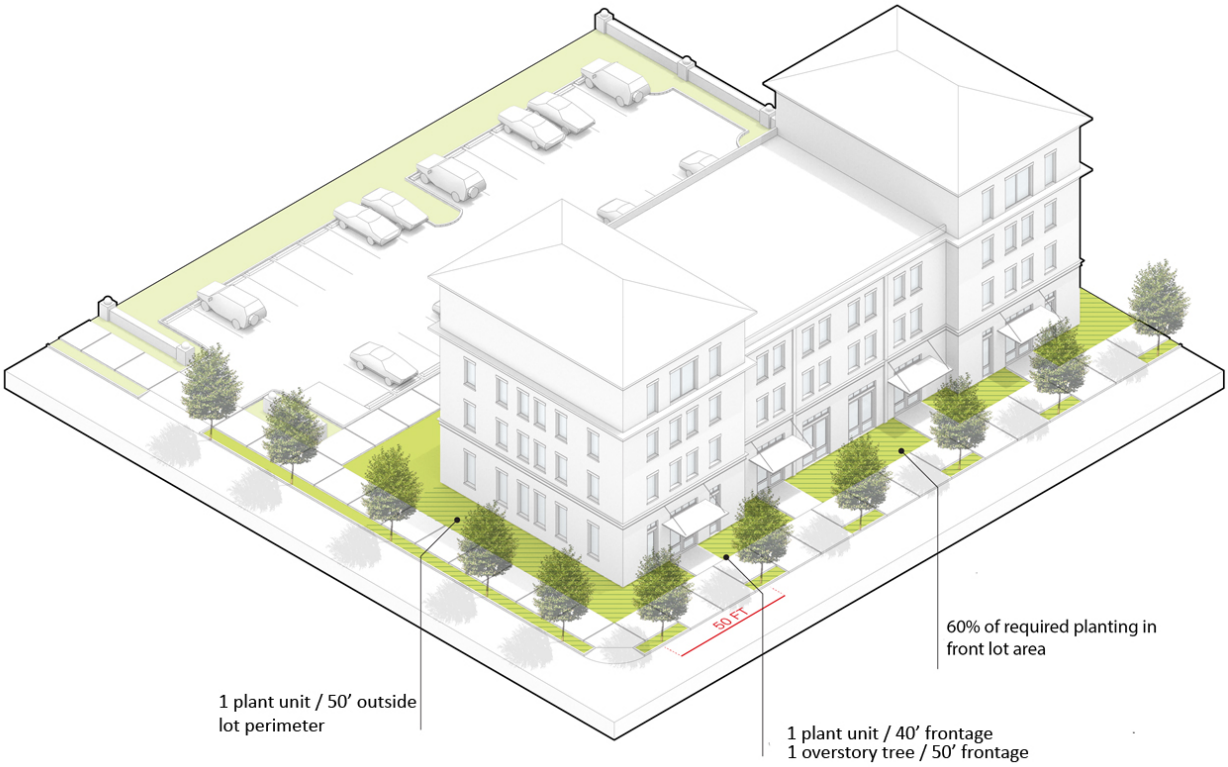
(4) in detention ponds, except where provided by Chapter 17 of the City Code;

(5) within fifteen (15) feet of a Monument or Freestanding Sign;

(6) within fifteen (15) feet of overhead power lines along street frontages; or

(7) within ten (10) feet of curbs, gutters, sidewalks or utilities located on city rights-of-way, unless approved by the City.

Figure 64-3-7.2 Summary of Building Site Planting Requirements



3. Parking Lot Landscaping

(a) Applicability. Parking lot landscaping must be provided for employee, resident and customer parking lots having uncovered parking at street level. Truck lanes, loading docs and associated maneuvering, as well as vehicular parking areas for the storage of inventory/fleet vehicles are exempt from this Section.

(b) Generally. The landscaping shall be provided in a way that breaks up the expanse of paving, facilitates the safe circulation of pedestrian and vehicular traffic and provides shade valuable for pedestrians and/or vehicles.

(c) Parking with 10 or More Spaces. Self-parking that provides more than 10 uncovered parking spaces at street level shall include landscaping as follows:

(1) Parking lot screening

a. A parking area separated from R-1, R-2 and R-3 districts by a minor street shall have a masonry wall (with a finish such as brick, stucco, split face or evergreen vines), metal fence, wooden fence, evergreen hedge ("screen") or other materials as determined by the Director, as follows:

1. The screen shall have a minimum height of three (3) feet and a maximum of four (4) feet.

2. The screen shall be placed within five (5) feet from the edge of the parking lot.

3. The area between the screen and the property line shall be landscaped.

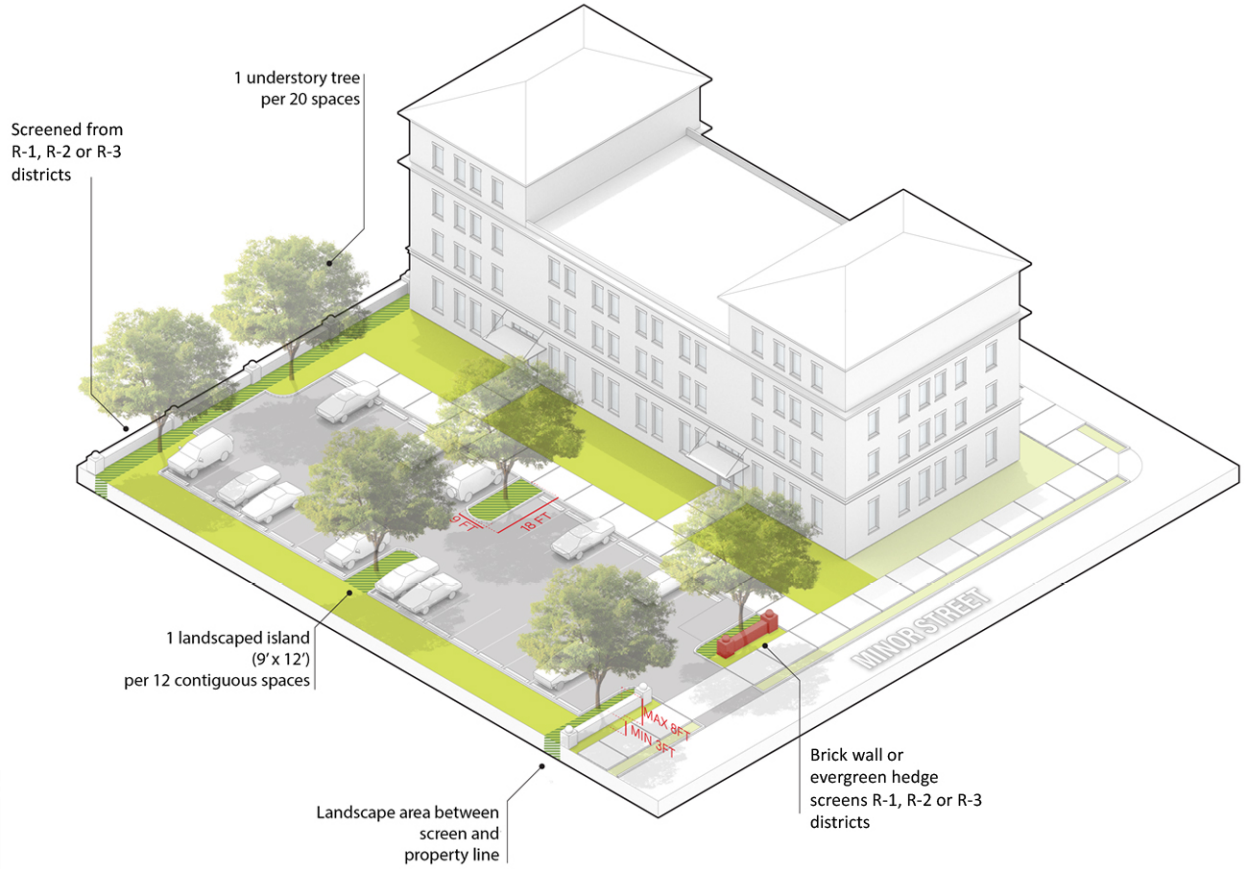
(2) Interior Landscaping. Parking lots must be landscaped in the interior of the lot to break up the expanse of paving. The following minimum plantings are required:

a. Parking lots shall have trees planted on maximum seventy-five (75) foot centers;

b. Any part of the parking lot not used for parking stalls, roadways or pedestrian walks shall be landscaped with a living groundcover (grass, vines, annuals, perennials), shrubs and trees; and

c. One (1) landscaped island of at least nine (9) feet by eighteen (18) feet (one hundred sixty-two [162] square feet) or larger (based upon the selected planting materials) for every twelve (12) contiguous spaces.

Figure 64-3-7.3 Summary of Parking Lot Landscaping Requirements



4. Credits Toward Landscaping Requirements

(a) Generally

(1) Total on-site landscaping requirements shall not be reduced below five (5) percent except in cases of hardship as determined by the Board of Adjustment.

(b) Preservation Credit

(1) If natural features and amenities such as trees, water courses, historic sites and similarly irreplaceable assets exist on a Building Site prior to Development and the Applicant provides a legally enforceable commitment to permanently preserve those natural features and amenities, up to one hundred (100) percent

may be credited toward the landscaping percentage requirement for the total Building Site (see Article 3 Sec. 64-3-7 A.2(a)(1)) if the Director determines that the credit satisfies all purposes, objectives and requirements of this Section.

(2) If at least 75% of the front Lot area includes an existing continuous tree canopy that is preserved, no additional frontage tree plantings (see Article 3 Sec. 64-3-7 A.2(a)(2)) are required.

(c) Tree Credit

(1) Preservation of existing trees included on the plant list can be credited toward the tree planting requirements of this Section according to the following ratio:

a. the number of credited trees is determined by measuring the DBH of each preserved tree and dividing the sum by six (6):

$$\text{Preservation Credit} = (\text{SUM DBH}) \div 6$$

(2) To be included in the computation for credit for preserved trees, each preserved tree must beat least three (3) inches DBH.

(3) Credits for preserved trees located outside of the Frontage area or right-of-way shall not eliminate the Frontage tree planting requirements (see Article 3 Sec. 64-3-7 A.2(b)(1)).

(d) Protection of Trees Claimed for Preservation Credit

(1) Trees to be preserved for credit shall be protected in accordance with the requirements of Chapter 65 of the City Code. During any construction on the site, the protected ground area shall be clearly marked with a protective barrier.

(2) No credit will be allowed for any tree proposed to be retained if there is any encroachment within the "protected ground area" defined by a circle which has as its center the trunk of the tree, or if the tree is unhealthy or dead.

(3) If any preserved tree being used for credit dies or fails to thrive, the owner shall plant new trees equal to the number of credited trees and the replacement trees will be of the same species or variety as the credited tree(s) lost.

5. Installation. All Landscape Material shall be installed in accordance with horticulturally sound principles and best practices and with the Landscape Plan, as approved. In addition, the planting, installation and maintenance of planting material shall conform to the specifications below.

6. Plant Selection

(a) New trees planted to meet this Section must be selected from the approved Plant List. Size specifications and landscape materials shall conform to the American Standard for Nursery Stock.

(b) Monocultures are not permitted where nine (9) or more new trees are required; new trees shall be a mixture of at least three (3) species.

(c) The Urban Forester may permit substitutions if:

(1) the Applicant submits a recommendation for the substitution from an Alabama Registered Landscape Architect or horticulturist; or

(2) if a listed species is infested by fungi, disease or pests.

7. Dimensions. New trees planted to meet this Section must have a caliper and height at the time of planting as follows:

Table 64-3-7.1 Tree Planting Specifications

Tree Category	Caliper	Height *(minimum)*
Overstory	3 inches	--
Understory	2 inches	--
Palm	--	6 feet *(clear trunk)*
Multi-stemmed	1 inch per stem *(minimum 3 stems)*	10 feet

8. Minimum Planting Area and Spacing

(a) The minimum planting area and spacing for each new tree is required to ensure adequate space for tree growth and is designated in the approved Plant List.

(b) The minimum planting area for a new tree is defined by a circle whose minimum planting dimension is centered at the center of the tree's trunk and terminates in any direction at the outer boundary of the area that must be landscape area to ensure tree survival.

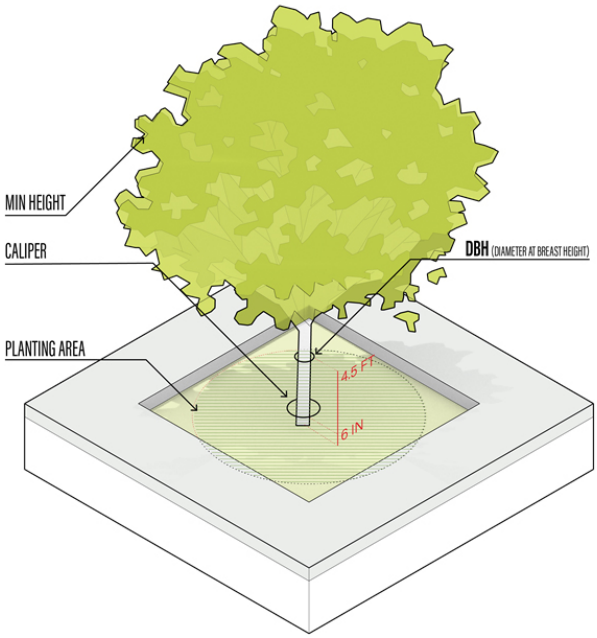
(c) A planting area may vary from a concentric shape if:

(1) The Urban Forester determines that site or topographical conditions require a plant area configuration different than a circle, or

(2) The planting area has the minimum dimension defined in the approved Plant List.

(d) The minimum canopy spacing for a new tree is defined by a circle whose diameter is centered at the center of the tree's trunk and terminates in any direction. New trees must be planted so that they do not infringe upon the minimum spacing of other trees required or claimed for credit.

Figure 64-3-7.4 Minimum Planting Dimensions and Planting Area



UNDERSTORY TREE	OVERSTORY TREE	PALM TREE	MULTI-STEM TREE	
N/A	N/A	6'	10'	MIN HEIGHT
2"	3"	N/A	1" PER STEM	MIN CALIPER

9. Maintenance

(a) Generally

(1) All landscaped areas shall be maintained by the property owner at all times.

(2) Maintenance includes the prompt replacement of all dead or damaged landscaped material to ensure continued compliance with the landscaping requirements of this section.

(3) New landscape materials planted to meet this section must have a warranty of at least one (1) year.

(b) Irrigation. All landscaped areas shall be provided with an adequate water supply through the use of appropriate methods of irrigation, including hose bibs and/or automatic or manual irrigation systems and/or any other appropriate methods.

(c) Sight Visibility. Landscape material shall not create an obstruction to visibility at intersections as required in Sec. 64-3-5 A.2 above.

(d) Protection of Landscaped Areas

(1) All landscaped areas shall be protected by the use of barriers along the minimum planting area.

(2) Barriers may include protective tree grates, concrete curbs, wheel stops, continuous border plants of hedgerows, landscape timbers or other suitable barriers to allow sufficient percolation of water and air to the root system of living landscape material and to protect from damage due to heavy foot traffic or vehicular encroachment.

10. Landscape Plans

(a) A Landscape Plan shall be included as part of an Application for a Land Disturbance or Building Permit.

(b) The Director shall approve or deny allocations of credits, if any, on the Landscape Plans. Any disagreement with the Director's determination shall be resolved by the Board of Adjustment.

(c) After the Landscape Plan is approved, the Director or the Urban Forester may approve a minor modification to the Landscape Plan that involves a change in the species, location, number, size and name of proposed landscape material, if:

(1) There is no reduction in the number of required plant units;

(2) The modification does not cause the Landscape Plan to violate any provision of this Chapter; and

(3) An as-built plan is submitted to the Director.

B. Alternative Compliance

1. Request for Alternative Compliance Review. Requests for alternative compliance may be granted for any permit application to which the landscape requirements apply, when one or more of the following conditions are met:

   (a) Improved environmental quality would result from alternative compliance.

   (b) Topography, soil, vegetation, drainage or other site conditions are such that full compliance is impractical.

   (c) Spatial limitations, unusually shaped pieces of land, unusual servitude requirements or prevailing practices in the surrounding neighborhood may justify alternative compliance.

   (d) Public safety considerations make alternative compliance appropriate.

   (e) Public improvement projects make alternative compliance appropriate.

   (f) The site is part of a development for which a site plan or master plan has been submitted which makes adequate provision for landscaping.

2. Approval

   (a) Requests for alternative compliance shall be submitted with the Landscape Plan and accompanied by written explanation. Depending on the size of the site, and at the discretion of the Director, documentation shall be prepared and stamped by a State of Alabama Registered Landscape Architect.

(b) If the alternative compliance modifies a provision of Article 3 Sec. 64-3-7A. (Landscaping) above or Article 3 Sec. 64-3-8 (Buffers) below, the request may be approved by the Director and is appealable to the Board of Adjustment.

3. Criteria for Approval

(1) The proposed Landscape Plan is at least equivalent to one that complies with this Section in terms of aesthetics, innovation and creativity.

(2) The proposed Landscape Plan shall achieve significant anticipated mature canopy coverage of the site's vehicular use area.

(3) The Landscape Plan may incorporate existing vegetation and topographical conditions.

(4) The Landscape Plan shall buffer different uses of adjacent properties where appropriate.

(5) The Landscape Plan shall use a variety of complementary species of trees and shrubbery where possible.

(6) Alternative compliance is not allowed as a way to provide less landscape material than is otherwise required.

Sec. 64-3-8 Protection Buffers

A. Applicability. Wherever the boundary of a Building Site in a T-B, H-B, B-1, LB-2, B-2, B-3, CW, B-4, B-5, ML, MH, I-1 or I-2 Zoning District, or a commercially utilized Building or Site, adjoins a R-A, R-B, R-1, R-2 or R-3 Zoning District, or a residentially used Building Site, the Site shall include a Protection Buffer in compliance with the following:

1. Composition of Buffer. Where Sites zoned T-B, H-B, B-1 or LB-2 adjoin residential districts or a residentially used Building Site the required Protection Buffer shall be at least ten (10) feet wide and consist of a Wall or Fence, or Screen Planting, or a combination of both.

(a) Wall or Fence. A wall or Fence provided as part of the required Protection Buffer shall comply with the following:

(1) Within any required street facing Yard, the wall or Fence shall not exceed three (3) feet in height in the required Setback and shall comply with any applicable requirements of Article 4 (Use Regulations).

(2) Within all other Yards, at least six (6) feet high.

(b) Screen Planting. Screen Planting provided as part of the required Protection Buffer shall:

(1) Consist of evergreen plantings, planted five (5) feet on center, in a staggered pattern; and

(2) Be at least six (6) feet high after the first year of planting, except within any required Front Yard where the height shall not exceed three (3) feet after the first year of planting.

2. Composition of Buffer. Where Sites zoned B-2, B-3, CW, B-4, B-5, ML, MH, I-1 or I-2 or a commercially utilized building or Sites, adjoin residential districts or a residentially used Building Site the required Protection Buffer shall be at least ten (10) feet wide and contain both a wall or fence and screen planting in compliance with the following:

(a) Wall or Fence. A wall or Fence provided as part of the required Protection Buffer shall comply with the following:

(1) Within any required street facing Yard, the wall or Fence shall not exceed three (3) feet in height in the required Setback and shall comply with any applicable requirements of Article 4 (Use Regulations).

(2) Within all other Yards, at least six (6) feet high.

(b) Screen Planting. Screen Planting provided as part of the required Protection Buffer shall:

(1) Consist of evergreen plantings, planted five (5) feet on center, in a staggered pattern; and

(2) be at least six (6) feet high after the first year of planting, except within any required Front Yard where the height shall not exceed three (3) feet after the first year of planting.

3. General Requirements

(a) Location of Protection Buffers. Protection buffers required by this Section shall be located on the lot along the outer perimeter of the lot and shall extend to the lot boundary line. Any required Yard is counted as part of the Protection Buffer.

(b) Landscape Features. Landscape features may be incorporated into any wall, Fence, Screen Planting, if the Protection Buffer meets the minimum height and width required by this Section.

(c) Fences or Walls. Fences or walls shall provide an opaque buffer. Chain link and wire metal fencing, with or without slats or screening, may not be used.

(d) Use of Land in Protection Buffer. That part of the Protection Buffer not used for compliance with this Section above may be used only for open space uses that protect the adjacent residential district or residentially used Building Site. Dumpsters, mechanical equipment and parking may NOT be placed in a required Protection Buffer. Overhead and underground utilities are permitted in Protection Buffers, but shall minimize the impact to vegetation to the maximum extent practicable. Where required plantings are damaged or removed due to utility construction or activity, the Owner shall be responsible for replanting all damaged or removed plantings as necessary to ensure the Protection Buffer meets the standards of this Section.

(e) Maintenance. The Owner shall maintain the Protection Buffer in a clean and neat condition, in good repair, in a manner that accomplishes its purpose continuously, and in full compliance with the requirements of this Section.

Sec. 64-3-9 Lighting

A. Applicability, Plan and Certification

1. Applicability. This Section applies to the following uses:

(a) Site lighting for non-residential uses that adjoin any residential district or residentially used Building Site;

(b) Parking Lot lighting for non-residential uses that adjoin any residential district or residentially used Building Site; and

(c) Outdoor recreation facilities.

2. Lighting Plan. Lighting shall be according to an approved Lighting Plan. The information required in a Lighting Plan is established in Article 10.

(a) The intensity, location and design (including cutoffs,) of lighting shall be such that no more than two-tenths (0.2) Foot Candle is cast upon residential districts or residentially used Building Sites.

(b) In no case shall outdoor lighting exceed sixty (60) Foot Candles.

(c) Parking lots containing less than ten (10) vehicle spaces are not required to provide a Lighting Plan.

3. Certification. All required lighting shall be installed and approved prior to issuance of a Certificate of Occupancy. The registered professional who stamped the plans shall certify by letter that the installation complies with the approved plans and the specifications of this Section. The letter shall specify fixtures, wattages, pole heights and any special requirements such as rotation, angle, shielding or positioning of critical poles at property lines.

B. Site Lighting

1. Light Fixtures

(a) Light poles for Site lighting and Parking Lots shall not exceed thirty (30) feet in height, except as provided in this Section.

(b) For the purposes of this Section, the height of light poles is measured from the finished grade to the bottom of the fixture.

(c) Lighting shall have underground electric service, except where the lights, service poles and wires are not visible from the public right-of-way.

(d) Site and Parking Lot lighting fixtures shall be designed and installed to cast light downward. Flag pole, tree lighting and architectural accent lighting are allowed to cast light upward, subject to compliance with all other requirements of this Chapter.

(e) Where necessary, cut-off devices shall be used to minimize glare off premises.

(f) All outdoor lighting fixtures shall be aimed, located and maintained to avoid Disability Glare.

(g) High intensity light beams (i.e. outdoor search lights, lasers or strobe lights) are prohibited.

(h) Site lighting provided on poles located on public right-of-way shall comply with all requirements of this Chapter.

2. Illumination

(a) Intensity Standards

(1) Lighting intensity and Uniformity Ratios shall comply with applicable, nationally recognized lighting standards such as the lighting standards of *The Lighting Handbook* (10th ed. 2011) published by the Illuminating Engineering Society of North America (IESNA).

(b) Awnings, Canopies and Marquees associated with Non-Residential Uses

(1) Lighting shall not exceed thirty (30) Foot Candles.

(2) Up to fifty (50) Foot Candles, may be approved as a condition of Rezoning, Conditional Use Permit or Special Exception approval.

(3) All underside lighting shall be full cut-off fixtures.

C. Parking Lot Lighting

1. Applicability

(a) This Section applies to vehicle parking lots containing ten (10) or more vehicle parking spaces.

(b) Vehicle Parking Lots in existence prior to May 1, 2012, may continue to operate with their current lighting until they are expanded by twenty-five (25) percent or redevelopment of the Site occurs.

2. Generally

(a) Parking Lot lighting shall be provided and maintained while Parking Lots are in operation.

(b) Parking Lots shall be arranged so that the source of light does not shine directly into residential districts or residentially used Building Sites.

(c) Parking Lots shall provide uniform Parking Lot lighting from dusk to dawn during all hours of operation.

3. Parking Lot Lighting Fixtures. Lighting fixtures shall be:

(a) Protected by a weather and vandal resistant covering.

(b) Lights shall not exceed a directional angle of forty-five (45) degrees from vertical.

(c) Installed on poles thirty (30) feet or less in height. However, if the vehicle parking area exceeds one acre, light poles up to fifty (50) feet may be used if it is determined that all other requirements of this Section are met.

(d) Shielded so as to prevent glare on adjacent properties and rights-of way.

4. Illumination. Illumination shall meet the following standards and shall be maintained for the life of the Development:

Table 64-3-9.1 Illumination Levels

Type of Parking Area	Required Minimum Light Level	Maximum / Minimum Uniformity Ratio
Surface Parking Lot	1 Foot Candle average 0.5 Foot Candle minimum	10:1
Parking Garage/underground parking	5 Foot Candles	4:1
Parking Garage rooftops	1 Foot Candle	10:1

(a) For Parking Lots, the Uniformity Ratio is calculated only for lighting within the parking area, and not the calculations shown on adjacent properties or rights-of-way.

5. Light Loss Factors

(a) Illumination levels shall be calculated in compliance with applicable standards on Light Loss Factors and manufacturer recommendations.

D. Outdoor Recreation

1. Applicability**.** This Section applies to outdoor recreational facilities with associated light poles. Other site elements such as Parking Lots, restrooms, concession stands, spectator viewing areas, and similar areas are not subject to this Section, but are subject to Sections A, B and C above.

2. Illumination. Outdoor recreation facilities shall comply with the following maximum illumination levels:

Table 64-3-9.2 Maximum Illumination for Outdoor Recreational Facilities

Outdoor Recreational Facility	Specific Lighted Area	Maximum Foot Candles
Archery Ranges		10
Baseball/Softball	Infield	60
Baseball/Softball	Outfield	40
Baseball hitting ranges		50
Basketball/Volleyball		30
Boat Launch Sites/Marinas		30
Field Hockey, Football, Soccer, Lacrosse, Track and Field		50
Go-cart Tracks		30
Golf Courses	Tee boxes, greens	5
	Greens	3
Golf Driving Ranges	Tee boxes	20
	Fairways	3
	Greens	5
Golf (Miniature)		20
Horse Riding Rings/Show Area		30
Ice Skating, Ice Hockey, Roller Skating Rinks		50
Swimming Pools	Pool surface	10
	Pool deck	30
Tennis Courts (College/High School)		60
Tennis Courts (Recreational)		40

3. Fixtures. All lighting shall use Full Cut-Off or shielded lighting fixtures, aimed toward the playing field or court and shielded to minimize glare and light trespass onto adjacent residential areas and public rights-of-way.

4. Hours of Operation. Outdoor recreation facility lighting is not permitted between the hours of 11:00 PM and 7:00 AM, unless other hours are specifically approved as a condition of Rezoning or Special Exception.

Sec. 64-3-10 Natural Resource Protection

A. Applicability. This Section applies to Applications for Development or redevelopment activities.

B. Generally

1. Site Plans for Development and redevelopment projects should incorporate measures to the greatest extent practicable that:

   (a) preserve or minimize the disturbance of natural scenic features, such as Streams, creeks, rivers, Mobile Bay, wetlands and undeveloped floodplains;

   (b) protect natural scenic features and resources or use them as amenities; and

   (c) utilize appropriate measures to protect water quality within on-site or adjacent waterways.

2. The Applicant is responsible for assuring compliance with all local, state and federal regulations regarding endangered, threatened or otherwise protected species.

3. All Development projects shall use water quality protection measures which comply with Chapter 17 of the City Code, as well as all applicable federal, state and local regulations.

C. Riparian Buffer (RB)

1. Applicability

   (a) Findings: The City of Mobile finds that Riparian Buffers (RBs) benefit water quality because they:

      (1) Protect, restore and maintain the chemical, physical and biological integrity of creeks, Streams, and Water Bodies and their associated functions and resources;

      (2) Improve water quality by filtering pollutants, nutrients, sediment and other contaminants out of the water;

      (3) Reduce erosion and sedimentation;

(4) Protect and stabilize creek, Stream and river banks and drainage channels;

(5) Maintain base flow of Streams, creeks and drainage channels by aiding in groundwater recharge, and thereby protect dry weather low flows in streams;

(6) Contribute organic matter that is a source of food, energy and habitat for the aquatic ecosystem; and

(7) Provide tree canopy to shade Streams and promote desirable aquatic habitat including but not limited to the moderation of water temperature in Streams.

(b) Jurisdiction. This Section applies to new commercial or residential Development or redevelopment on parcels of two (2) acres or greater containing or abutting Water Bodies.

(c) Exemptions. The following items are exempt from the RB standards; however, protection of the RB to the maximum extent practicable is encouraged:

(1) Existing public streets, utilities and related appurtenances;

(2) Stream crossings for public or private utility lines;

(3) Streets and stormwater infrastructure and related appurtenances required to be dedicated to the City;

(4) Public drinking water, public wastewater, water treatment facilities, public stormwater infrastructure and related appurtenances;

(5) Multi-use trails, boardwalks and facilities for access (such as boat and kayak launches and docks) to designated Water Bodies, pedestrian bridges and associated appurtenances;

(6) A standard width Driveway necessary to provide vehicular access to an existing Lot of Record;

(7) Construction of one residential dwelling and customary Accessory Structure(s) and appurtenances on an existing Lot of Record, within R-1, Single-Family and R-2, Two-Family Residential Zoning Districts to prevent the potential loss of all reasonable and beneficial use of property due to RB standards.

(8) Development within the following districts are subject only to the Stream crossing requirements see Article 3 Sec. 64-3-10 C.6:

a. R-B, Residential Business;

b. H-B, Historic Business;

c. T-B, Transitional Business;

d. B-4, General Business;

e. and the urban districts of:

1. B-1, Buffer-Business;

2. LB-2, Limited Neighborhood Business;

3. B-2, Neighborhood Business; and

4. B-3. Community Business.

(9) Environmental monitoring and remediation activities such as water quality monitoring, Stream gauging activities and soil and groundwater monitoring or remediation;

(10) Removal of dead, dying, diseased or hazardous trees, as authorized by the Urban Forester; provided, however, no Grubbing, grading or stump removal shall be allowed;

(11) Removal of existing impervious cover from the RB when adequate measures are in place to prevent erosion and sedimentation;

(12) Activities on owner-occupied, single-family, residential lots to protect, restore or enhance stream bank stability, vegetation, water quality or aquatic habitat. No clearing, Grubbing or grading shall be conducted without prior issuance of a land disturbance permit;

(13) Routine access to, maintenance, repair, improvements or cleaning of publicly maintained creek segments, drainage channels, conveyances or other Water Body, by the City or its designee; and

(14) Permitted activities associated with restoring or enhancing the Water Body, banks of the Water Body, or adjacent riparian areas, by creating, enhancing or restoring the RB, or when removing/eradicating invasive vegetation or replanting with native vegetation.

2. Determining the Origin of the Riparian Buffer

(a) The Point of Origin of the RB occurs at the Top of Bank, or mean or ordinary high water line. Measurement for the RB begins at the Point of Origin and extends landward parallel to the Point of Origin for the length of the Water Body within or abutting the Development Site. The observed location of the Point of Origin may typically be characterized by:

(1) A change in bank slope from steep to gentle slope, or

(2) If a change in slope is not discernable, the point of wrested vegetation. This refers to the point at the edge of a water body

where vegetation has moved or removed as a result of normal stream flow, wave or tidal action, or

(3) The waterward face of any vertical bulkhead, gabion or retaining wall along a hardened shoreline occurring at the location of the mean or ordinary high water line.

(b) If the Point of Origin cannot be determined from the above indicators or if there is a dispute in the determination, the location may be determined by submitting approved engineering data/analysis that determine the width of the Water Body resulting from the two-year frequency storm (as defined in City Code Chapter 17).

(c) The Point of Origin may also be located and described on a boundary and topographic survey or special purpose survey, prepared by a Professional Land Surveyor or Professional Engineer licensed by the State of Alabama.

(d) It shall be the responsibility of an Applicant to submit all documentation, exhibits, data, analysis, studies, surveys, etc., for the purpose of establishing or verifying the Point of Origin and the extent of the RB on their site.

3. Riparian Buffer Zones (RBZ)

(a) The RBZ may consist of up to three (3) zones, as described below. The RBZ may or may not include all zones, depending on Water Body characteristics and adjacent physical and vegetative conditions. The width of RBZ zones vary, depending on all of the criteria found in Table 64-3-10.1 Riparian Buffer Zones and Widths

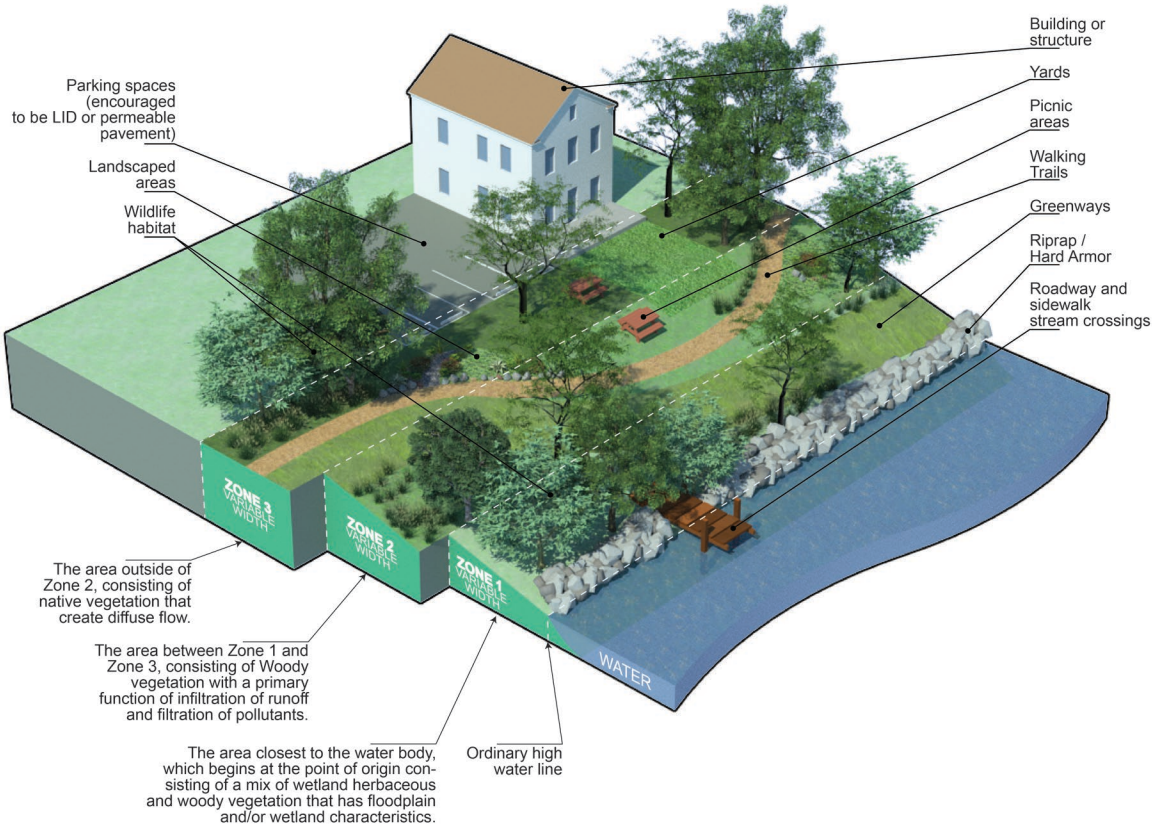
(b) Where interpretation is needed as to the exact location of the areas of Special Flood Hazard, or location of the Regulatory Floodway (for example, where there appears to be a conflict between a mapped boundary and field conditions), the City Engineer shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation, as defined in City Code Chapter 17.

(c) The RB width may be established on an average width basis, with a minimum width of at least 80% of the maximum applicable width of all zones, at any measured location.

Table 64-3-10.1 Riparian Buffer Zones and Widths

	RB Zone and Width			
Water Body Characteristics or Location	**Zone 1**	**Zone 2**	**Zone 3**	**Maximum Applicable Width***
	The area closest to the water body, which begins at the Point of Origin consisting of a mix of wetland herbaceous and woody vegetation that has floodplain and/or wetland characteristics.	*The area between Zone 1 and Zone 3, typically composed of* native vegetation; this zone also acts to slow and absorb contaminants that Zone 3 has missed.	This zone is important as the first line of defense against contaminants. It serves primarily to slow water runoff and begin to absorb contaminants before they reach the other zones.	** Does not supersede requirements of the FEMA National Flood Insurance Program, or regulations administered by City Engineering.*
Within a FEMA Regulatory Floodway, as shown on the adopted Flood Insurance Rate Map (FIRM)	Variable width	Variable width	Variable width	105' width
Water body occurring within a designated Special Flood Hazard Area (V, A or AE)	Variable width	Variable width	Variable width	85' width
Tributary upstream of, but not within, a Special Flood Hazard Area	Variable width	Variable width	N.A.	50' width

Figure 64-3-10.1 Riparian Buffer



4. Uses and Activities within Riparian Buffer Zones. Permitted and prohibited uses within RBZs are established below, subject to compliance with the FEMA National Flood Insurance Program. Uses not expressly listed in Table 64-3-10.2 Uses and Activities in Riparian Buffers are not permitted in RBZs, unless exempted by Article 3 Sec. 64-3-10 C.1(c)

Table 64-3-10.2 Uses and Activities in Riparian Buffers

Use or Activity	Riparian Buffer		
	Zone 1	Zone 2	Zone 3
Building or structure	--	--	10%*
Yards	--	20%	R
Picnic areas	--	R	R
Walking trails	--	R	R
Greenways	R	R	R
Landscaped areas	--	R	R
Wildlife habitat	R	R	R
Roadway and sidewalk stream crossings	R	R	R
Riprap/Hard Armor	S	--	--
Parking spaces (encouraged to be LID or permeable pavement)	--	--	10%

R = allowed by right,
S = Special Exception approval required,
"—" = prohibited,
% = encroachment allowed within the applicable RB zone,
**= encroachment shall not block access to the waterbody as necessary for routine maintenance.*

5. Standards for Riparian Buffer Application

(a) Residential Developments. Within new residential Developments or subdivisions containing two or more Dwelling Units, the Riparian Buffer shall be located entirely within common open space areas on the Site, and defined as such within a recorded subdivision plat. The General Notes section of the plat, or approved Site Plan when platting is not required, shall include a note providing that the Riparian Buffer area shall remain intact and undisturbed during and following Site Development, or disturbed only as may be consistent with the uses, activities or encroachments provided by this Section.

(b) Conservation Developments. In order to encourage the location of Development within the R-1, Single-Family Residential – Conservation Zoning District landward of the boundaries of the RB in new low density residential Developments or subdivisions, the transfer of allocated residential density from land areas within the RB to adjacent areas beyond the extent of the RB is permitted. All areas of a Site from which density has been transferred shall be

prohibited from future development through restrictive covenants recorded in the Office of the Probate Judge of Mobile County Alabama, with a copy of the recorded covenants provided to the Director. When implemented, such on-site density transfer shall:

(1) Occur within contiguous property under the same ownership or control;

(2) Be located within a designated R-1, Single-Family Residential – Conservation Zoning District;

(3) Provide for development consistent with the R-1, Single-Family Residential - Conservation Zoning District as described in Article 2; and

(4) Not result in Development which is inconsistent with other applicable City, state and federal regulations.

(c) Commercial Developments. To offset the implementation of RB standards within new commercial Development occurring adjacent to applicable Stream segments or Water Bodies, the maximum Building Site coverage allowances of the Zoning District designation for the Development Site may be increased by up to ten (10) percent in the following zoning districts: B-1 Suburban; LB-2 Suburban; B-2 Suburban; B-3 Suburban; B-5; CW and MM.

(d) Water Dependent Maritime Uses. The Development or redevelopment of Sites for water dependent, maritime, shipping or port-related activities are not subject to application of the RB standards described herein, but must provide an acceptable stormwater management plan for review and approval by City Engineering.

6. Stream Crossings. Construction or repair of Structures that cross streams are subject to the following:

(a) A hydraulic analysis, along with a structural analysis and design of any Structure, designed, signed and sealed by a Professional Engineer licensed to practice in the State of Alabama is required to be submitted for any proposed Stream crossing. The submittal will be reviewed by City Engineering for compliance with AASHTO, ADEM, FEMA and applicable federal, state and local design standards along with City Code Chapter 17. The analyses shall demonstrate that the proposed crossing will not adversely impact upstream and downstream properties during a 100-year flood, as defined by City Code Sec. 17-2; and

(b) Free-span techniques shall be employed, to the extent practicable, to prevent blockage or constriction of natural drainage ways; and

(c) Approximately perpendicular crossing angles shall be employed, where hydraulically appropriate, and crossings shall be aligned to minimize RB disturbance to the maximum extent practicable; and

(d) Best management practices shall be utilized for minimization of erosion and sedimentation, in accordance with the Alabama Handbook for Erosion and Sediment Control and Stormwater Management on Construction Sites and Urban Areas; and

(e) Stream banks shall be properly stabilized, and the impacted RB shall be revegetated following any stream crossing; and

(f) Slopes adjacent to waters shall be left in a stabilized condition upon completion of the project.

7. Mitigation. Uses or development activities not otherwise permitted within a RB, which are deemed unavoidable because the impacts within the RB cannot be eliminated through revised Site design, clustering, Setbacks, structural alternatives or reliance on other land development practices; require a mitigation plan prepared by a Professional Engineer licensed in the State of Alabama and approved by the City Engineer and may be allowed by Special Exception.

(a) A mitigation plan approved by the City Engineering is required as a condition for a Special Exception to RB standards to ensure that post-development conditions are at least as protective of water quality as pre-development conditions. The mitigation plan shall include, at a minimum, one or more of the following options:

(1) Implementation of stormwater quality improvement measures or stormwater quantity reduction measures as specified by the Alabama *Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas*;

(2) Stream or wetland restoration which shall be designed and accomplished under the guidance and supervision of a credentialed environmental professional with adequate training and experience, and subsequently maintained by the Applicant;

(3) Buffer revegetation, which shall be designed and accomplished under the guidance and supervision of a credentialed environmental professional with adequate training and experience, and subsequently maintained by the Applicant;

(4) Reduction of post-development run-off volume to less than the pre-development volume levels as defined by City Code Chapter 17;

(5) Removal of existing impervious surfaces within the site which, combined with the entire site proposed impervious surfaces, results in a reduction of total impervious area; or

(6) Green Infrastructure or low impact development practices designed in accordance with the *Low Impact Development Handbook for the State of Alabama*.

(b) Development or redevelopment of a site having a I-2, Heavy Industry or MH, Maritime Heavy Zoning District designation and containing an existing riprapped or Hardened Shoreline on the effective date of this Section may deviate from the RBZ standards required by this Section without a need to request a variance, subject to provision of an acceptable mitigation plan prepared by a Professional Engineer licensed in the State of Alabama. The mitigation plan shall be subject to review and approval by the City Engineer, and shall include, at a minimum:

(1) Reduction in stormwater runoff volume, velocity and pollutants resulting from a revegetated and regulated RBZ established as described in Article 3Sec. 64-3-10 C.1(c) (3) above, consistent with the methodology required for a land disturbance permit in Chapter 17 of the City Code; or

(2) Equivalent mitigation, consistent with subsection (a) above, that achieves at least the same level of stormwater volume, velocity and pollutant control as the RBZ; or

(3) A management system for non-point sources of stormwater runoff from existing developed sites which have not historically provided for treatment of stormwater runoff, consistent with the provisions Chapter 17 of the City Code.

Sec. 64-3-11 Open/Civic Space Standards

A. Amount Required. The amount of Open Space required depends upon the zoning district in which the property is located.

B. Open/Civic Space

1. Generally. Where the Zoning District or this Section requires an Open/Civic Space allocation, the following areas count toward the total requirement.

(a) Open Space:

(1) Community Garden;

(2) Greenway;

(3) Natural Area;

(4) Parks; and

(5) Recreation Area.

(b) Civic Space:

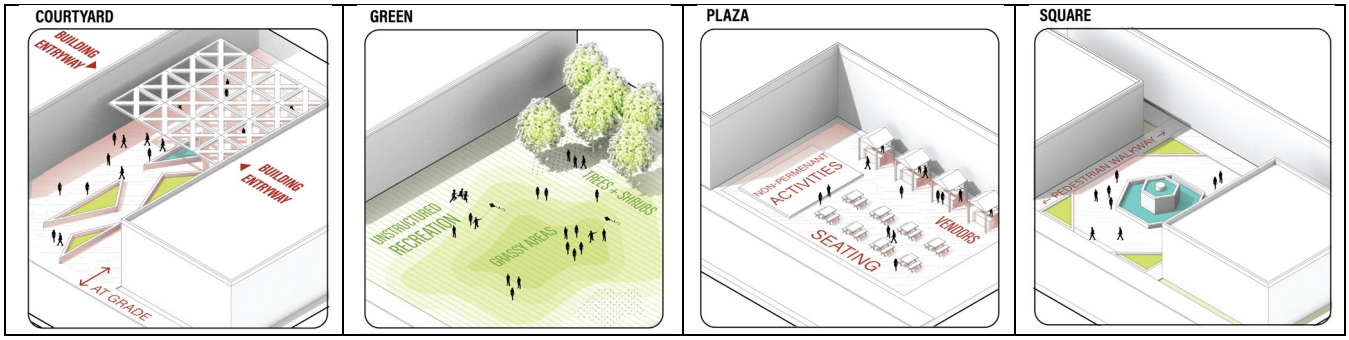
(1) Courtyard;

(2) Green;

(3) Plaza; and

(4) Square.

Figure 64-3-11.1 Civic Spaces



2. Prohibited Elements. Open Space/Civic Space shall not include:

(a) Building Sites or areas for Dwelling Units, storage, vehicular parking, carports or garages, Driveways, utilities with above ground improvements or easements or streets (either public or private);

(b) Hardened Streams or creeks that do not function as a design element;

(c) Structures not related to the Open/Civic Space, unless a part of an Open/Civic Space such as gazebos; and

(d) Areas reserved for the exclusive use and benefit of an individual tenant or Owner.

C. Ownership and Maintenance of Open Space/Civic Space

1. Open Space/Civic Space shall be permanently set aside through covenants, deed restrictions, Open Space easements or other similar instruments approved by the Director and recorded in the Office of the Probate Judge of Mobile County, Alabama.

2. Recorded document(s) shall also include a long term maintenance plan with the responsibility for maintenance assigned to the private owner(s) or designated entity approved by the Director.

Sec. 64-3-12 Parking and Loading

A. Parking

1. Applicability

(a) Limitation on Size of Vehicles.

(1) Residential Districts. In residential districts or residential areas of PD districts, parking of vehicles exceeding fifteen thousand (15,000) pounds gross vehicle weight, is prohibited except as provided below:

a. Recreational Vehicles (RV). In residential districts or residential areas of PD districts, parking of one RV is allowed per Owner, when the Owner of the RV is a resident of the property. The RV cannot be occupied while parked in a residential district unless all applicable approvals have been obtained.

(b) Overnight parking of commercial towing vehicles.

(1) Prohibited in Residential Districts unless associated with active permits for the site.

2. Amount of Off-Street Parking Facilities Required

(a) Generally. All uses shall provide the minimum amount of off-street parking as set forth in Table 64-3-12.1 Minimum Parking Spaces. This requirement does not apply to uses located within the Spring Hill Overlay (Article 13) or Downtown Development District (Appendix A).

(b) Calculation. Where the parking spaces are based on square footage, "sf" means gross floor area.

Table 64-3-12.1 Minimum Parking Spaces

Use Category	Parking Spaces
Residential	
Residences:	
Dwelling, Single-Family Detached	2 per dwelling unit
Accessory Dwelling Unit	1 per dwelling unit
Cottage Court	1 per dwelling unit
Dwelling, Two-Family (Duplex)	1.5 per dwelling unit
Dwelling, Multi-Family	1.5 per dwelling unit
Dwelling, Multi-Family University District For geography, See Article 8, Definitions, University District	1 space per bedroom plus 10 percent of the total amount of spaces
Live/Work Dwelling	1 per dwelling unit
Manufactured Home/Mobile Home	1 per dwelling unit
Manufactured Housing Land Lease Community	1 per manufactured home space or lot
Townhouse/Row House	1.5 per dwelling unit
Zero Lot Line Home	1.5 per dwelling unit
Group Living:	
Dormitory/Fraternity/Sorority	1 per 2 beds
Rooming and Boarding	1 per 2 bedrooms
Community Housing	1 per 600 sf + 1 per 4 bedrooms
Community Residential Facility	1 + 1 per 4 bedrooms
Life Care or Continuing Care Services	1 per 4 bedrooms
Retirement Home Or Elderly Housing	1 per 2 dwelling units
Residential Care Facilities	1 per 4 bedrooms
Disciplinary Care Facility	1 per 4 beds
Lodging	
Bed and Breakfast	2 + 1 per bedroom
Hotel/Motel/Hostel	1 per 2 rooms
Recreational Vehicle Park	1 per 4 recreational vehicle or camping spaces
Commercial / Mixed Use	
Animal Services:	
Animal Services (Indoor)	1 per 1,500 sf
Animal Services (With Outdoor Runs)	1 per 1,500 sf
Day Care:	
Adult Day Care	1 per 1,000 sf
Child Day Care	1 per 350 sf
Financial Services:	
Automated Teller Machine, Stand Alone	--
Financial Institution	1 per 400 sf
Alternative Financial Service Provider	1 per 400 sf
Food & Beverage Sales/Service:	
Bar/Lounge	1 per 300 sf
Food Market	2 per vendor
Food Preparation	1 per 400 sf
Grocer	1 per 300 sf
Mobile Food Vendor Park	1 space per vendor
Restaurant	1 per 300 sf
Restaurant, Drive-In	1 per 150 sf
Restaurant, Drive-Thru	1 per 300 sf
Seafood Processing	1 per 400 sf
Snack or Beverage Bars	1 per 300 sf

Use Category	Parking Spaces
Mixed Use:	
Mixed Use Building	1 per 1,000 sf
Office, Business & Professional:	
Office	1 per 400 sf
Personal/Business Services:	
Bail Bond Services	1 per 400 sf
Building Maintenance Services	1 per 1,500 sf
Business Support Services	1 per 400 sf
Courier, Messenger and Delivery Services	1 per 400 sf
Day Labor Service	1 per 400 sf
Funeral & Interment Services	1 per 300 sf
Crematorium	1 per 300 sf
Linen/Uniform Supply	1 per 400 sf
Shipping and Delivery Services	1 per 800 sf
Maintenance & Repair Services	1 per 400 sf
Personal Services	1 per 400 sf
Dry Cleaning and Laundry Pick Up	1 per 400 sf
Retail Sales:	
Convenience Store	1 per 300 sf
Convenience Store (With Gasoline Sales)	1 per 300 sf
Hardware/Home Improvement Stores and Building Materials less than 30,000 square feet	1 per 400 sf
Hardware/Home Improvement Stores and Building Materials 30,000 square feet or greater	1 per 400 sf up to 30,000 square feet; and 1 parking space for every 600 sf over and above 30,000 square feet
Machinery and Equipment Rental and Leasing	1 per 500 sf indoor sales, repair and maintenance
Manufactured/Mobile Home Dealers	1 per 500 sf indoor sales
Nonstore Retailers	1 per 400 sf
Nursery/Garden Supply	1 per 400 sf
Horticulture/Farm Supply	1 per 400 sf
Retail, General less than 60,000 Square Feet	1 per 400 sf
Retail, General 60,000 square feet Or greater	1 per 400 sf up to 60,000 square feet; and 1 parking space for every 600 sf over and above 60,000 square feet
Package Store (Liquor)	1 per 400 sf
Automotive:	
Auto Repair	1 per 500 sf
Auto Service	1 per 500 sf
Truck Repair	1 per 500 sf
Automobile/Light Truck/RV/Personal Water Craft/Motorcycle Dealership	1 per 500 sf indoor sales, repair and maintenance
Heavy Truck/Farm Equipment/Construction Equipment Dealer	1 per 500 sf indoor sales, repair and maintenance
Car Wash	1 per washing stall + 1 per vacuum island
Gasoline Sales	1 per 1,000 sf
Gasoline Sales, with Repair	1 per 1,000 sf
Gasoline Sales, with Service	1 per 1,000 sf
Truck Stop	1 per 300 sf
Public/Civic/Institutional	
Assembly:	
Cemetery/Mausoleum	1 per 150 sf group seating areas; 1 per 500 sf other

Use Category	Parking Spaces
Religious Facility	1 per 150 sf group seating areas; 1 per 500 sf other
Exhibition, Convention or Conference Facility	1 per 150 sf group seating areas; 1 per 500 sf other
Club or Lodge (private)	1 per 150 sf group seating areas; 1 per 500 sf other
Government Support / Institutional:	
Armory (Private)	1 per 1,000 sf
Correctional Facilities (Private)	1 per 400 sf
Vehicle/Equipment Maintenance Facility	1 per 1,500 sf
Public Safety Facility	1 per 800 sf
Social Assistance, Welfare and Charitable Services	1 per 800 sf
Postal Service (Private)	1 per 800 sf
Emergency Response Facility (Private)	1 per 1,000 sf
Education:	
Business College/Technical School	4 per classroom or office; 1 per 150 sf of group seating area (auditorium, gymnasium, etc.)
Vocational/Trade School (private)	4 per classroom or office; 1 per 150 sf of group seating area (auditorium, gymnasium, etc.)
Day Care/Pre-School	2 per teaching station or classroom, whichever is greater
School (Private)	2 per teaching station or classroom, whichever is greater (Kindergarten through eighth grade) 1 per 3 students based on enrollment or design capacity, whichever is greater (Senior High)
Personal Instructional Services	1 per 500 sf
Maritime:	
Kayak / Canoe Launch	1 per 2,000 sf
Port	1 per 2,000 sf
Marina	1 per 3 employees and 1 per 3 boat slips or dock space
Marine Cargo Handling	1 per 3 employees
Marine Freight Transportation	1 per 3 employees
Marine Navigational and Other Services	1 per 3 employees
Marine Passenger Transportation	1 per 3 employees
Marine Supply and Chandlery	1 per 3 employees
Port Storage or Warehouse	1 per 3 employees
Marine Salvage	1 per 3 employees
Boat Launch	10 per launch
Medical:	
Hospital	1 per bed
Clinic, Dental or Medical	1 per 500 sf
Arts, Entertainment, & Recreation:	
Adult Entertainment Enterprise	1 per 400 sf
Amphitheater	1 per 4 seats
Art Gallery	1 per 400 sf
Art Studio	1 per 800 sf
Carnival/Circus	1 per 4 seats
Civic Space	1 per 400 sf
Cultural Facility	1 per 400 sf
Entertainment Facility	1 per 400 sf
Health/Fitness Club	1 per 400 sf
Recreational Facility, Indoor	1 per 400 sf
Recreational Facility, Outdoor or Major	1 per 400 sf

Use Category	Parking Spaces
Night Club	1 per 400 sf
Theater	1 per 400 sf
Youth Organization Camp	1 per 4 beds
Industrial / Production	
Manufacturing & Employment:	
Boat Building	1 per 3 employees
Coal Handling Operation	1 per 3 employees
Contractor	1 per 3 employees
Data Processing, Hosting, and Related Services (Including Data Centers)	1 per 1,500 sf
Industrial Launderer	1 per 3 employees
Manufacturing, General	1 per 3 employees
Manufacturing, Intensive	1 per 3 employees
Manufacturing, Light	1 per 3 employees
Media Production	1 per 500 sf
Mining & Quarrying	1 per 3 employees
Oil and Gas Company (drilling and exploration)	1 per 3 employees
Oil and Mining Support Activities	1 per 3 employees
Research and Development	1 per 500 sf
Shipyard	1 per 3 employees
Stone Cutting	1 per 3 employees
Warehousing, Storage & Distribution:	
Boat Storage Facility	1 per 3 employees
Building and Landscaping Materials Supplier	1 per 3 employees
Float Barn	1 per 3 employees
Freight Depot (railway and truck)	1 per 3 employees
Fuel Distribution	1 per 3 employees
Petroleum Recovery/Recycling	1 per 3 employees
Machinery and Heavy Equipment Sales and Service	1 per 3 employees
Self-Service Storage Facility	1 per 60 storage units
Oil and Gas Storage	1 per 3 employees
Outdoor Storage	1 per 3 employees
Vehicle Towing and Storage Facility	1 per 3 employees
Wholesale Distribution, Warehousing and Storage	1 per 3 employees
Wholesale Distribution, Warehousing and Storage (less than 40,000 Sf gfa)	1 per 3 employees
Infrastructure	
Transportation/Parking:	
Airport	1 per 1,000 sf terminal space
Ground Passenger Transportation (e.g. taxi, charter bus)	1 per 1,000 sf
Heliport/Miscellaneous Air Transportation	1 per 1,000 sf
Parking Facility	--
Passenger Depot	1 per 1,000 sf
Railroad Facilities	1 per 3 employees
Railroad right-of-way	--
Transit Shelter	--
Utilities:	
Utility, Major	1 per 3 employees, where applicable
Utility, Minor	--

Use Category	Parking Spaces
Communications Facilities:	
Communications Facility	1 per 3 employees, where applicable
Telecommunications Facility	--
Weather or Environmental Monitoring Station	--
Waste-Related:	
Composting Facility	1 per 3 employees, where applicable
Hazardous Waste Disposal	1 per 3 employees, where applicable
Hazardous Waste Transfer	1 per 3 employees, where applicable
Junkyard	1 per 3 employees, where applicable
Recycling Plant	1 per 3 employees, where applicable
Recycling Transfer Station	1 per 3 employees, where applicable
Remediation Services	1 per 3 employees, where applicable
Solid Waste Disposal	1 per 3 employees, where applicable
Solid Waste Facility	1 per 3 employees, where applicable
Solid Waste Transfer	1 per 3 employees, where applicable
Waste Management Services, other	1 per 3 employees, where applicable
Agriculture	
Agriculture & Forestry	--
Community Garden	1 per acre
Community Supported Agriculture	1 per 3 employees, where applicable
Greenhouse	1 per 3 employees, where applicable
Miscellaneous	
Adaptive Reuse	Based on primary use
Temporary Uses	Based on primary use

3. Size of Parking Spaces

(a) Off-street parking spaces shall comply with the stall and aisle dimensions of Table 64-3-12.2 Parking Stall and Aisle Dimensions below, exclusive of access or maneuvering area, ramps and other appurtenances.

(b) Parallel parking spaces shall be at least eight (8) feet wide, and interior stalls shall be at least twenty-three (23) feet long. End parallel parking stalls shall be at least twenty (20) feet long if their entry/exit area is unencumbered.

(c) Head-in parking on asphalt or approved Alternative Parking Surfaces shall have wheel stops or similar ways to delineate the spaces.

Table 64-3-12.2 Parking Stall and Aisle Dimensions

Angle of Parking	Aisle Configuration	Stall Width Parallel to Aisle	Stall Length Perpendicular to Aisle	Aisle Width
90°	Two-way	9 feet	18 feet	24 feet

60°	Two-way	10.5 feet	20 feet	24 feet
60°	One-way	10.5 feet	20 feet	14 feet
45°	Two-way	12.5 feet	19 feet	24 feet
45°	One-way	12.5 feet	19 feet	14 feet

4. Location of Spaces

(a) Off-street parking facilities shall be located on the Building Site, or adjacent to the Building Site on which the use or Structure for which they are provided is located.

(b) Access, maneuvering area, ramps and other appurtenances shall be located on private property outside of the Street right-of-way.

5. Parking Specifications

(a) Applicability. This Section applies to all off-street Parking Facilities, except:

(1) Parking spaces for single-family detached and two-family dwellings.

(b) Generally**.** Surface Parking Facilities shall:

(1) Provide required, accessible parking, in terms of design and surfacing;

(2) be properly graded for drainage; and

(3) maintained free of weeds, trash and debris.

(c) Parking Surfaces

(1) Parking Surface shall have a design capable of accommodating vehicles at least five thousand (5,000) pounds gross vehicle weight.

(2) Vehicle inventory and storage areas may be aggregate.

(3) Parking in MH and I-2 districts, with the exception of accessible spaces, may be aggregate.

(4) Required parking in all other districts shall be surfaced with concrete, asphaltic concrete, asphalt or an Alternative Parking Surface. Access aisles, fire lanes and accessible (ADA) parking spaces shall be surfaced with concrete, asphaltic concrete, asphalt, or concrete pavers that meet the requirements of the IFC, as adopted, and the City Engineer. All other parking spaces may be paved as previously noted, or utilize an Alternative Parking Surface noted below.

(d) Alternative Parking Surfaces

(1) Alternative Parking Surfaces may include interlocking grass paving blocks, porous asphalt, grasscrete, aggregate materials or other paving surface approved by the City Engineer.

(2) Aggregate materials include crushed limestone, crushed concrete, crushed granite (or other rock material) or gravel, but shall not include shell, sod or bare soil. All aggregate materials must be approved by the City Engineer.

(3) For new development or redevelopment Sites greater than or equal to one (1) acre, Alternative Parking Surfaces shall be required for spaces requested in excess of the minimum required spaces established in Section A.2 above.

(4) The geotechnical design of Alternative Parking Surfaces shall be subject to City Engineering approval and in full compliance with City Code, Chapter 17.

(e) Wheel stops. Wheel stops or curbing shall be provided so that no part of a parked vehicle extends beyond the parking surface.

(f) Lighting. Refer to Section 64-3-9.

(g) Entrances and Exits. Entrances and exits from Parking Lots onto a public Street require a Right-of-Way Permit (for a City right-of-way) or ALDOT (for a State right-of-way).

(h) Prohibition of other uses. Parking areas shall not be used for:

(1) the sale of merchandise, except as permitted for outdoor sales in Articles 2 or 4, or;

(2) repair, dismantling or servicing of any vehicles, equipment, materials or supplies.

(i) Pedestrian Safety Aisles

(1) Applicability. This Section applies to self-parking in lots with more than fifty (50) parking spaces, with four (4) or more rows of parking. Pedestrian safety aisles are not required for Parking Facilities in which cars are parked by attendants.

(2) Generally. Pedestrian safety aisles shall:

a. Have a four (4) foot-wide clearance, exclusive of vehicle overhang, between abutting rows of parking spaces;

b. Be maintained by wheel stops or curbing;

c. Be surfaced in a material that complies with current accessibility requirements; and

d. Be maintained free of standing water.

(3) Location. Pedestrian safety aisles shall be located between every other parking aisle group.

(4) Marking. Pedestrian safety aisles shall be marked at no more than fifty (50) foot intervals by signs at least six (6) feet above ground with at least 2 square foot of area, with the words "Pedestrian Walk."

(j) Circulation and Parking Layout

(1) This Section applies to self-parking with more than three hundred (300) parking spaces.

(2) Parking spaces shall be divided into blocks of no more than three hundred (300) parking spaces per block ("parking blocks").

(3) The blocks shall be defined by fifteen (15) foot-wide planting strips with wheel stops or curbs, as follows:

a. A planting strip parallel to a group of parking spaces shall have a pedestrian walk (see subsection (i) above) extending the entire length of the strip.

b. A planting strip shall be maintained along the side of a block feeder aisle at the head of and for the full width, of a group of parking spaces (parking aisle group) which has a pedestrian safety aisle. A parking aisle group which does not contain a pedestrian safety aisle shall not exceed three hundred (300) feet in length without a vehicular connection between adjoining "group feeder aisles."

(4) Parking aisles shall have the following minimum width:

Table 64-3-12.3 Parking Aisle Width

Aisle Type	**Width** *(minimum – feet)*
Block Feeder Aisle	36 feet
Store Aisle	36 feet

Group Feeder Aisle	See *Table 64-3-12.1 Minimum Parking Spaces*
Major Aisle	36 or 48 feet as required by the volume of traffic
All Other Aisles	24 feet

(5) Off-street parking facilities composed of blocks of parking spaces shall have parking spaces accessible from a "group feeder aisle" and from no other type aisle.

6. Screening and Landscaping. Refer to Article 3 Sec. 64-3-7A.3(c)(1).

7. Combined facilities

(a) The off-street Parking Facilities required of two (2) or more uses located on the same Building Site may be combined and used jointly. The required number of off-street parking spaces is the sum total of parking required of all the uses, unless Section (b) applies.

(b) An off-street parking area required for any Building or use may be used as part of an off-street parking area required for another building or use where peak use periods do not overlap, as provided below. The required parking spaces are reduced as follows:

(1) Determine the minimum parking requirements in accordance with Table 64-3-12.1 Minimum Parking Spaces for each land use as if it were a separate use;

(2) Multiply each amount by the corresponding percentages for each of the five (5) time periods set forth in Columns (B) through (F) of Table 64-3-12.4 Parking Reductions for Shared Parking Lots with Varying Peak Use Periods below;

(3) Calculate the total for each time period;

(4) Select the Column with the highest total. This is the required number of spaces.

Table 64-3-12.4 Parking Reductions for Shared Parking Lots with Varying Peak Use Periods

	Weekday		Weekend		
(A) Land Use	**(B) Daytime** *(9 a.m. – 4 p.m.)*	**(C) Evening** *(6 p.m. – midnight)*	**(D) Daytime** *(9 a.m. – 4 p.m.)*	**(E) Evening** *(6 p.m. – midnight)*	**(F) Nighttime** *(midnight-- 6 a.m.)*
Office/Industrial	100%	10%	10%	5%	5%
Retail	60%	90%	100%	70%	5%
Hotel	75%	100%	75%	100%	75%
Restaurant	50%	100%	100%	100%	10%
Residential	70%	100%	70%	100%	100%
Entertainment/Commercial	40%	100%	80%	100%	10%

8. Shared Off-Site Parking Facilities. Where required parking is not provided on the same Building Site, parking may be provided off-site subject to the following provisions:

(a) Limitations on Separation from Use

(1) Off-street Parking Facilities may be located off-site if the separate Site is no farther than one thousand, two hundred (1,200) feet from the Building Site of the use for which parking is provided.

(2) The distance in Section (1) above is measured along the most direct line of walking along an improved sidewalk or sidewalk along a public Street, from the nearest point of the separated off-street Parking Facilities.

(3) The separated Parking Facilities shall not be located within a residential Zoning District.

(b) Application for Approval of Shared Parking Plan

(1) Application. The Owner or owners of all properties and Structures that will be party to the shared Plan shall file an

application for a Shared Parking Plan with the Director. All Owners shall be a party to the Application.

a. The Application shall contain sufficient evidence to establish that the Applicants have the right of possession to the land area and Structures.

b. The Application shall contain information required by Article 10 or deemed necessary by the Director, and shall include plans showing the location of the uses and Structures for which off-street Parking Facilities are required and the location at which the off-street Parking Facilities are proposed to be located.

(2) Review of Applications. The Director shall review the Shared Parking Plan and either approve, conditionally approve or disapprove it within thirty (30) days.

(3) Approved Shared Parking Plan:

a. A copy of the approved Plan shall be filed by the Applicant, in the records of the Office of the Judge of Probate Court Mobile County Alabama, with a copy of the recorded Plan provided to the Director.

b. The Shared Parking Plan limits and controls:

1. the issuance and validity of permits and certificates;

2. the use and operation of all land and Structures included within the Shared Parking Plan; and

3. maintenance responsibilities.

(4) Amendment or Withdrawal of Shared Parking Plan

a. A Shared Parking Plan may be amended or withdrawn, either partially or completely, using the same Application and approval procedure, and subject to the same limitations and requirements by which the Shared Parking Plan was approved and filed.

b. All land and Structures remaining under the Shared Parking Plan shall comply with all the conditions and limitations of the Shared Parking Plan.

c. All land and structures withdrawn from the Shared Parking Plan shall comply with all parking regulations established by this Section.

9. Bicycle Parking

(a) Minimum Number of Spaces Required for Multi-Family Uses. Multi-family residential developments with ten (10) or more dwelling units shall provide one bicycle parking space per ten (10) dwelling units.

(b) Minimum Number of Spaces Required for Non-Residential Uses. Non-residential uses shall provide bicycle parking spaces in accordance with the following table:

Table 64-3-12.5 Minimum Bicycle Parking Spaces

Gross Floor Area	Minimum Number of Bicycle Parking Spaces
0 – 10,000 square feet	2
For each additional 10,000 square feet, above 10,000 square feet	1 per 10,000 square feet or fraction thereof

(c) Development Standards for Bicycle Parking.

(1) Location. Bicycle parking shall comply with the following locational standards:

a. Serves the main entrance of a building;

b. Visible to pedestrians and bicyclists;

c. Publicly accessible at all hours; and

d. At the same grade as the abutting sidewalk, or at a location that is ADA accessible.

(2) Bicycle Rack Standards. All bicycle racks shall:

a. Be permanently affixed to the ground;

b. Support the bicycle in at least two places;

c. Allow locking of the frame and one or both wheels with a U-lock;

d. Resist cutting, rusting and bending;

e. Be constructed using durable finishes that are not damaged by the constant abrasion from the bicycles; and

f. Be placed at least thirty (30) inches from each other and at least thirty-six (36) inches from walls or any other obstructions.

B. Off-Street Loading Facilities

1. Applicability

(a) This Section does not apply to Structures actually used, occupied and operated on the effective date of this Section. If the structures are enlarged or expanded, the exempt structures shall not be used, occupied or operated unless off-street truck loading is provided for the incremental enlargement or expansion of the structures.

2. Amounts of Off-Street Truck Loading Facilities Required

(a) Permitted uses in I-2 and MH districts are exempt from the off-street truck loading requirements.

(b) Automotive and truck sales, auction and service facilities, shall provide sufficient off-street space to allow vehicle loading and unloading to occur completely on private property.

(c) Off-street truck loading facilities shall be provided in the minimum amount required by Table 64-3-12.6 Off-Street Loading Required for all properties containing uses devoted to Commercial/Mixed Use, Industrial/Production (including Warehousing, Storage & Distribution), Hotel/Motel with conference facilities and restaurants open to the public, Hospitals, Airports, Railroad Facilities and similar facilities.

(d) Structures required to provide and maintain less than five (5) off-street parking spaces are exempt from this subsection 2.

Table 64-3-12.6 Off-Street Loading Required

Gross Floor Area (sf)	**Required Number of Spaces** *(see subsection 3 below for classification)*
0 up to and including 12,500	1 (small)
12,501 up to and including 25,000	2 (small)
25,001 up to and including 40,000	1 (large)
40,001 up to and including 100,000	2 (large)
For each additional 80,000 over 100,000	1 (large)

3. Size Categories. There are two (2) sizes of off-street truck loading spaces, "large" and "small":

Table 64-3-12.7 Loading Space Categories

	Size Category	
Minimum Specifications	**Large**	**Small**
Overhead Clearance *(min)*	14’	10’
Width *(min)*	12’	10’
Length *(min)* *(excludes access or maneuvering area, platform, and other appurtenances)*	50’	20’

4. Location

(a) Off-street truck loading facilities shall be located on the same Building Site where the Structure they serve is located.

(b) Facilities provided under a Shared Loading Plan (see Section 6 below) may be located off-site and within three hundred (300) feet of the Structure they serve upon approval of a Shared Parking Plan for off-street truck loading facilities (0).

(c) Access, maneuvering area, ramps and other appurtenances shall be:

(1) located on private property outside of the Street right-of-way, and

(2) arranged so that vehicles are not required to back from the Street into the loading area or to back from the loading area into the Street.

5. Loading Specifications. Off-street truck loading facilities shall be constructed, maintained and operated in accordance with the following specifications:

(a) Drainage and Surfacing. Loading areas shall be properly graded for drainage, surfaced with concrete, asphaltic concrete or asphalt and maintained in good condition, free of weeds, dust, trash and debris.

(b) Lighting. Lighting facilities shall be arranged so that the source of light does not shine directly into adjacent residential properties or into traffic.

(c) Entrance and Exits. Loading areas shall be provided with entrances and exits located to minimize traffic congestion or backing from the street into the area, or from the site and/or into the street.

(d) Circulation. Where access and drives to off-street loading facilities occur in conjunction with off-street parking facilities that provide

parking at street level for more than six hundred (600) cars, provision shall be made to maintain separate circulation routes within the facilities.

6. Shared Loading Facilities

(a) Off-street truck loading facility requirements for two or more structures may be satisfied by the permanent allocation of the requisite number of spaces for each use in a common truck loading facility, cooperatively established and operated ("shared loading facility").

(b) The total number of spaces required for the shared loading facility designated is at least the sum of the individual requirements. The Director may approve a lesser number of spaces, taking into account the respective times of usage of the truck loading facilities by the individual users, the character of the merchandise and related factors.

(c) To eliminate a multiplicity of individual facilities, to conserve space where space is at a premium, to maximize efficiency and capacity and to promote orderly development generally, the Director may approve a Shared Loading Plan that groups off-street truck loading facilities cooperatively for a number of truck loading generators within close proximity. The Director shall obtain consent for the group from the participants in the Shared Loading Plan.

Sec. 64-3-13 Other Site Elements

A. Dumpsters

1. Applicability**.** This Section applies to any dumpster, including compaction dumpsters, located in any zoning district; excluding recycling, clothing donation or construction dumpster.

2. Placement. Dumpsters used for waste disposal or recycling, for an ongoing use on a site (versus a construction dumpster) shall not be placed in a Front Yard, a required Protection Buffer or RBZ, in the Street right-of-way, or along frontages.

3. Waste Removal. Waste removal of a Dumpster by a sanitation truck shall take place entirely within the paved surface of the Building Site. The Street right-of-way may not be used by the truck for maneuverability.

4. Enclosure

(a) All Dumpsters shall be enclosed within an enclosure of at least the height of the enclosed Dumpster, but in no case to exceed eight (8) feet in height. The Dumpster enclosure must be of sufficient size to allow for placement and removal of Dumpster without causing damage to the enclosure.

(b) The enclosure material shall be wood; brick; masonry; recycled materials that resemble wood, brick or masonry; or other material that matches the principal structure's siding materials.

(c) If the Dumpster is not visible from a public right-of-way or an abutting residentially utilized property, no enclosure is required.

(d) If the Dumpster enclosure is equipped with a door or gate, it must be constructed of wood or other opaque material that opens outward, and which remains closed unless the Dumpster is being filled or emptied. The Dumpster enclosure must be of sufficient size to allow for placement and removal of the Dumpster without causing damage to the enclosure.

(e) With the exception of Dumpsters marked and utilized only for the collection of non-liquid and non-food container products for

recycling (paper, cardboard, clothing) and temporary construction Dumpsters, all Dumpsters shall be placed on a concrete pad.

5. Maintenance. If required/provided, Dumpster enclosures must be kept in good repair and condition by the property owners for the life of the Dumpster/enclosure requirement.

B. Outside Storage

1. This Section applies to any Outside Storage.

2. In any Business or CW district, a six (6) foot privacy fence shall be provided, and inventory shall not be stacked higher than six (6) feet. The privacy fence shall be composed of wood, brick, masonry or other material as may be approved by the Director. If the privacy fence and Outside Storage area is completely screened from view at the public right-of-way or a residential zoning district boundary, the Fence may consist of metal (including wire or chain link), plastic, concrete, PVC Fence panels and posts or recycled or composite materials.

C. Swimming pools

1. Swimming pools are considered an Accessory Structure or use to the primary use unless the primary use of a building site is a commercial pool, swim club, health club or other similar use.

2. A swimming pool shall not be located in any required Front Yard Setback.

Chapter 64 Unified Development Code

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Article 4 Use Regulations

Sec. 64-4-1 Generally

A. Applicability

1. This Article establishes standards for the uses listed in each Section. These standards may:

(a) Supplement the standards in the applicable Zoning District (Article 2) or Development Standards (Article 3); or

(b) Supersede the standards in Articles 2 or 3, where indicated.

B. Relationship to Use Table. This Article applies regardless of the Zoning District where the use is located or whether the use is Permitted by Right, Special Exception or as a Conditional Use Permit, unless otherwise indicated.

Sec. 64-4-2 Home Occupations

A. Applicability

1. This Section allows Home Occupations with standards to ensure that they do not change the residential character of the property.

2. A Home Occupation shall be incidental to the residential use of the property.

B. Conditions

1. No article shall be sold or offered for sale from the Dwelling unless it is produced inside of the Dwelling by the Dwelling occupants.

2. Home Occupations shall not occupy more than twenty-five (25) percent of the floor area of the Dwelling.

3. The services shall be performed by Persons occupying the home as their private Dwelling.

4. No additional Persons who do not live in the Dwelling shall be employed in the Home Occupation on the property.

5. No more than one (1) customer visit is allowed on the property at any time.

6. A commercial vehicle, limited to one standard sized car, van, or pickup, and one open or one enclosed trailer not to exceed twenty-six (26) feet in length, may be parked overnight on the property.

   (a) The vehicle and the trailer may include advertising for the business.

   (b) The vehicle and the trailer may be used for equipment storage.

7. No freestanding storage building or garage may be used in association with the Home Occupation.

Sec. 64-4-3 Adaptive Reuse

A. Applicability

1. This Section applies to the rehabilitation of a Building that existed before the effective date of this Chapter, if the Building:

   (a) Has been vacant for at least two (2) years, and is a local or nationally designated Historic Structure, or located in Historic District; or

(b) Was constructed at least fifty (50) years before the effective date of this Chapter; or

(c) Is vacant, uninhabitable and hazardous to Persons and property because of its physical condition; or

(d) Has been declared to be a public nuisance by the City Council.

2. This Section does not apply to:

(a) New construction.

(b) Change of Nonconforming Uses, unless the existing use is located in a Structure that qualifies under Section 1 above.

B. Standards

1. In order to qualify for the regulatory incentives established in Section D below, an adaptive reuse must retain the existing bulk, height and lot configurations of the existing Structure and Lot,

2. The street-facing Façades shall not decrease the existing percentage of windows and entryways after the Building is rehabilitated.

3. Full compliance with current Fire and Building Codes is required.

4. A Building Permit is required for any work and construction associated with an Adaptive Reuse project.

C. Uses

1. Buildings renovated under this Section are limited to the following uses:

(a) Residential

(1) Single-Family

(2) Two-Family

(3) Multi-Family

(b) Live/Work

(c) Bed and Breakfast

(d) Grocer

(e) Restaurant with less than a 100 Person occupant load

(f) Office

(g) Personal Services

(h) Convenience Store without gas pumps

(i) Hardware Store

(j) General Retail

(k) Garden Supply

(l) Personal Instructional Services

(m) Art Studio

(n) Art Gallery

(o) Health/Fitness Club with less than a one hundred (100) Person occupant load

D. Incentives. An Adaptive Reuse qualifies for the following regulatory incentives:

1. Waiver of compliance with Building Design and Height requirements of Article 3;

2. Waiver of compliance with Landscaping and Tree requirements of Article 3; and

3. Waiver of compliance with Parking and Loading requirements of Article 3.

Sec. 64-4-4 Adult Entertainment Enterprise

A. Applicability. This Section applies to any Adult Entertainment Enterprise.

B. Prohibitions

1. The establishment, enlargement, expansion, increase, reconstruction, resumption or structural alteration of any Adult Entertainment Enterprise is prohibited:

(a) if the Adult Entertainment Enterprise is within one thousand (1,000) feet of any existing church, school, park, residentially zoned (R-1, R-2, R-3) area or residential Structure; or

(b) within two thousand (2,000) feet of any existing Adult Entertainment Enterprise.

2. For purposes of this Section, "establish" or "establishment" means any of the following:

(a) The opening or commencement of any such business as a new business;

(b) The conversion of an existing business, whether or not an Adult Entertainment Enterprise, to any of the adult entertainment businesses defined herein;

(c) The addition of any adult entertainment businesses defined herein to any other existing adult entertainment businesses; or

(d) The relocation of any such business.

3. Subsection B.1 above does not prohibit:

(a) Any structural alteration within the existing footprint that is needed to comply with the Americans with Disabilities Act (42 USC §§ 12101 et seq.); or

(b) Any structural alteration within the existing footprint to maintain minimum life safety code compliance.

C. Measurement of Distances

1. The distance between an Adult Entertainment Enterprise, and any church, school, park, residentially zoned (R-1, R-2, R-3) area or residential Structure, shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior structural wall of the Adult Entertainment Enterprise to the nearest property line of the church, school, park or residentially zoned (R-1, R-2, R-3) area or residential Structure.

2. If any Adult Entertainment Enterprise is part of or included within an integrated center, only the portion of that center or leased space occupied by such Adult Entertainment Enterprise shall be included in determining the closest exterior structural wall of that establishment.

D. Exterior Display. No Adult Entertainment Enterprise shall be conducted in any manner that permits the observation of any material depicting, describing or relating to Specified Sexual Activities or Specified Anatomical Areas by display, decorations, Sign, show window or other opening from any public way.

E. Nonconforming Uses. The lawful use of land or Buildings existing at the time of the adoption and effective date of this ordinance that is in violation hereof is deemed a Nonconforming Use. In addition, the Nonconforming Uses shall comply with all requirements of Article 6 of this Chapter.

Sec. 64-4-5 Coal Handling Operations

A. Applicability

1. This Section applies to any Coal Handling Facility, whether it is a primary or an Accessory Use.

2. Existing Coal Handling Facilities

(a) Sites on the effective date of this Section are confirmed in their entirety for purposes of this Chapter as conforming permitted uses with respect to all existing Coal Handling Facilities.

(b) A Coal Handling Facility existing on a Site on the effective date of this Section may be repaired, replaced or reconstructed on the same Site without compliance with this Section and without the need for an additional Setback.

(c) The replacement of a Coal Handling Facility in existence on the effective date of this Chapter need not have the identical footprint or configuration.

B. New Coal Handling Facilities

1. New facilities that are not replacements for existing facilities may be constructed on Sites that already have a Conditional Use Permit (or Planning Approval under previous versions of this Chapter) or that did

not require Conditional Use Permit or Planning Approval at the time of construction if a Building Permit was received, if:

(a) the facility complies with all then existing regulatory requirements, and

(b) the Director is provided the information required by this Section and Article 10.

2. Setback. A Coal Handling Facility shall be Setback at least one thousand, five hundred (1,500) feet measured from the Building or Structure to the property line of the nearest residentially zoned (R-1, R-2, R-3) or occupied property, religious land use or school.

Sec. 64-4-6 Drive-Thru Businesses

A. Applicability. This Section applies to any business with a Drive-Thru lane(s); such as restaurants, banks, pharmacies, dry cleaners, etc.

B. Vehicle Stacking Area

1. A queuing space is defined as a minimum of nine (9) feet wide by seventeen (17) feet long.

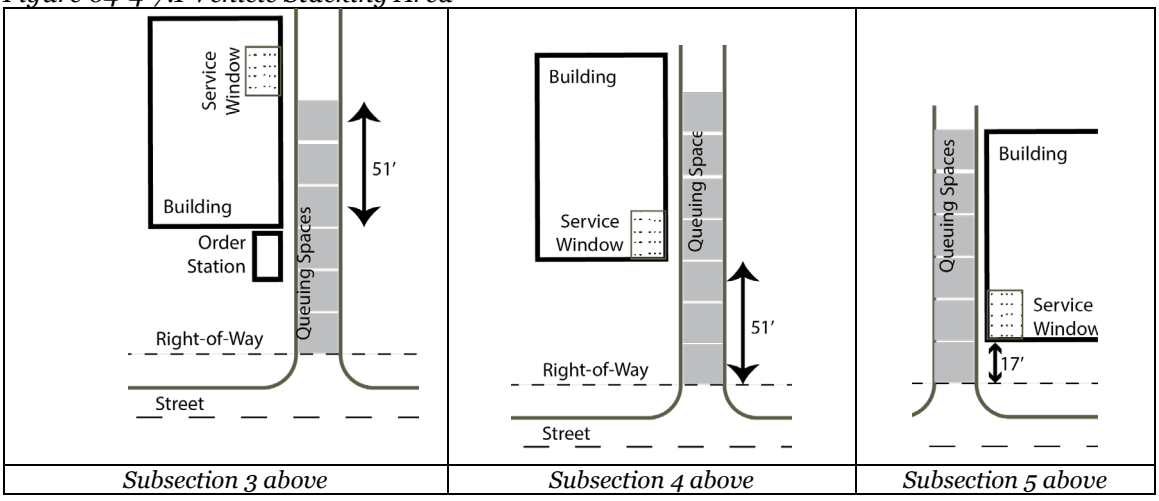
2. All Drive-Thru lanes shall conform to AASHTO standards but shall in no case be less than nine (9) feet in width.

3. Each Drive-Thru lane shall provide at least three (3) queuing spaces from the right-of-way to the order station if both an order station and service window are provided in separate locations. See Figure 64-4-7.1 Vehicle Stacking Area.

4. Each Drive-Thru lane shall provide at least three (3) queuing spaces from the right-of-way to the service window if a separate order station is not provided. See Figure 64-4-7.1 Vehicle Stacking Area.

5. Upon leaving the service window, there shall be at least one (1) queuing space between the service window and the right-of-way. See Figure 64-4-7.1 Vehicle Stacking Area.

Figure 64-4-7.1 Vehicle Stacking Area



Subsection 3 above	*Subsection 4 above*	*Subsection 5 above*

6. Each Drive-Thru lane shall be striped, marked and otherwise appropriately delineated in accordance with the "Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways" or as approved by the City Traffic Engineering Director.

7. Circulation design alternatives, such as multiple queuing lanes, shall be approved by the City Traffic Engineering Director.

C. Screening. Where a Drive-Thru business adjoins residentially zoned (R-1, R-2, R-3) property or a residentially used Building Site, a six (6)-foot high privacy Fence shall be constructed and maintained on interior property lines. The privacy Fence shall be composed of wood, brick, masonry, or other material that matches the Principal Building's siding materials.

D. In Shopping Centers. Drive-Thru businesses integrated in a shopping center or cluster of commercial facilities shall use the common access with other business establishments in that center and common circulation routes within the center, unless an alternative circulation plan is approved by the City Traffic Engineering Director.

Sec. 64-4-7 Above-Ground Oil Storage Tanks

A. Applicability

1. Generally. This Section applies to the location and construction of new Above-Ground Oil Storage Tanks on and after March 29, 2016. This Section supplements the requirements that otherwise apply under other provisions of the Mobile City Code to those tanks.

2. Site. For the purposes of this Section, the term "Site" shall mean the following: Land under common ownership or control located in an I-2 district being utilized in whole or in part after March 29, 2016, for the purpose of the operation of one or more Above-Ground Oil Storage Tanks.

3. Conflict. If there is any conflict or inconsistency between the requirements of this Section and the other requirements of the Mobile City Code, the requirements of this Section control and shall govern.

4. Limited Application of this Section:

(a) Applicable only to tanks as defined. This Section shall apply only to Above-Ground Oil Storage Tanks used for the storage of oil. Above-ground tanks for the storage of other substances are regulated by the otherwise applicable provisions of the Mobile City Code and state and federal law. No tank subject to this Section may be converted to use for the storage of a substance other than oil without first

obtaining the approvals otherwise required under the Mobile City Code for the storage of those other substances.

(b) Inapplicable to Existing Tanks and Sites

(1) Any Site with tanks located on it as of March 29, 2016, is confirmed in its entirety for purposes of the zoning ordinance as a conforming permitted site and conforming permitted use with respect to all existing Above-Ground Oil Storage Tanks on such sites. The Above-Ground Oil Storage Tanks existing on those sites on March 29, 2016, are confirmed for purposes of the zoning ordinance as conforming structures.

(2) An Above-Ground Oil Storage Tank existing on a site on March 29, 2016 may be repaired, replaced or reconstructed on the same Site without compliance with this Section and without the need for any further Conditional Use Permit approval, or compliance with the requirements of Article 10.

(3) The replacement for a tank existing March 29, 2016 need not have the identical footprint or configuration as the tank it replaces if the capacity of the replacement is not greater than the tank it replaces.

(4) New tanks that are additional tanks and do not replace existing tanks:

a. May be constructed on sites that:

1. Already have Conditional Use Permit (or Planning Approval under previous versions of this Chapter), or

2. Did not require Conditional Use Permit or Planning Approval at the time constructed.

b. New additional tanks subject to subsection a. above may be constructed only if:

1. A Building Permit is received, and

2. The tank complies with all then-existing regulatory requirements, and

3. The Director is provided the information required by Subsection D 1. (b),(c),(d) and (e) below.

B. Notice Procedures

1. Each Application for a Conditional Use Permit with respect to a tank shall be subject to the following notice requirements:

(a) Each Application for a Conditional Use Permit for a tank, including all attachments to the Application, shall be posted on the city's website at least 30 days prior to the initial hearing on the Application scheduled by the Planning Commission.

(b) Notice of the filing of an Application for a Conditional Use Permit of a tank advising of the time and date of the initial hearing on the Application scheduled by the Planning Commission shall be deposited by the Director in the U.S. mail, first class postage prepaid, not less than thirty (30) days prior to the date of the initial hearing, addressed to all Owners of assessed property located within three-thousand (3,000) feet of the property line of the proposed site as shown on the current ad valorem tax assessment records of the County. The documented costs of such notice shall be paid by the Applicant upon submission of the invoice of the Director.

(c) Notice of the filing of an Application for a Conditional Use Permit of a tank advising of the time and date of the initial hearing on the Application scheduled by the Planning Commission shall be

published by the Director in a newspaper of general circulation in the City once a week for two (2) consecutive weeks prior the scheduled date of the initial hearing. The first such publication shall be at least thirty (30) days prior to the scheduled date of the initial hearing and the second such publication shall be at least eight (8) days prior to the scheduled date of the initial hearing. The notice shall contain both a diagram of the proposed tank site location and directions to the entire Application posted on the city's website. The documented costs of such notice shall be paid by the Applicant upon submission of the invoice of the Director.

C. Siting and Design Requirements

1. Setback in ESA. The minimum Setback for a tank to be constructed in the Enhanced Scrutiny Area (ESA) is one thousand, five hundred (1,500) feet measured from the tank to the property line of the nearest residentially zoned or occupied property, church or school. The Setback may increase, as a condition of Conditional Use Permit approval, on a case by case basis should specific circumstances or factors warrant.

2. Plan review

(a) Prior to the issuance of a Building Permit for any tank, all construction plans for the tank shall be reviewed by an independent Professional Engineer experienced in the design and construction of above ground storage tanks engaged by the City who must certify in writing to the Director that the plans comply with all applicable construction standards and Code requirements.

(b) The cost of such review as invoiced to the City shall be paid by the Applicant as a condition to the issuance of the Building Permit.

(c) The review must be completed within sixty (60) days of the submission of the permit Application and plans. Otherwise the plans

will be deemed compliant and the Applicant will not be charged for the costs of such review.

(d) As a further condition to the issuance of a tank Building Permit, at the time construction drawings are submitted, the Applicant shall also submit its Facility Response Plan (FRP) to the City and Fire Department prior to the issuance of the Building Permit. Any portions of the FRP that contain information that the Department of Homeland Security restricts the disclosure of, or which the applicant otherwise considers potentially sensitive, shall be redacted.

D. Required Content of Applications for Conditional Use Permit and Application Fee

1. Application for Tanks to Be Located in ESA. Each Application for Conditional Use Permit for an Above-Ground Oil Storage Tank to be located in the ESA shall include:

(a) A list of all permits and approvals required to complete the installation of the Above-Ground Oil Storage Tank and the status of each such permit and approval at the time the Application is filed;

(b) A description of the type, maximum amount and National Fire Protection Association (NFPA) Classification of the Oil to be stored;

(c) A description of the method or methods by which the Oil will be transported to the tank site and the anticipated frequency of such transportation;

(d) A description of all other materials being stored in bulk on the same site as the proposed tank; and

(e) A detailed site plan, drawn to a standard engineering scale, illustrating the location of any and all improvements on the site, including but not limited to: existing and proposed tanks, existing

and proposed Structures, existing and proposed access drives and circulation drives; existing and proposed piers, docks or other mooring facilities; existing and proposed berms, dams or any other containment devices or method; and dimensions of the site, dimensions and capacity of each tank, dimensions from property line to tank(s), from containment to tank, from tank to tank and dimensions of access and circulation drives.

2. Description of Any Applicable Vapor, Emission or Odor Regulations. If the proposed tank is subject to federal or state best management practices regulations with respect to vapor, emissions, and/or odor control, the Application for Conditional Use Permit shall include a statement as to the relevant regulatory authority or authorities and a summary of any equipment and technology being implemented to comply with such regulatory requirements.

3. Tank approval Application fee. The Application fee for approval of a tank shall be one thousand, five hundred dollars ($1,500.00) per tank.

E. Change in oil product classification. Applicant may only store an oil product with a different NFPA 30 classification than the NFPA classification listed in the Application for Conditional Use Permit for the tank after providing written notice to the Director of the change and engineering verification that the tank complies with the NFPA 30 requirements for the new product classification.

Sec. 64-4-8 Hazardous Substance Storage Tanks

A. Applicability

1. Generally. This Section applies to the location and construction of new above-ground Hazardous Substance Storage Tanks which do not contain

oil. This Section supplements the requirements that otherwise apply under other provisions of the Mobile City Code to those tanks.

2. Conflict. If there is any conflict or inconsistency between the requirements of this Section and the other requirements of the Mobile City Code, the requirements of this Section control and shall govern.

3. Limited Application of this Section

(a) Applicable only to tanks as defined. This Section shall apply to new above-ground Hazardous Substance Storage Tanks. No tank subject to this Section may be converted to use for the storage of any other substance without first obtaining the approvals otherwise required under the Mobile City Code for the storage of those other substances.

(b) Inapplicable to Existing Tanks and Sites

(1) Any site with tanks located on it as of the effective date of this Chapter, which received Planning Approval and/or Special Exception under previous versions of this Chapter, is confirmed in its entirety for purposes of this Chapter as a conforming permitted site and use as documented by the approved Planning Approval and/or Special Exception with respect to all above-ground Hazardous Substance Storage Tanks. The above-ground Hazardous Substance Storage Tanks existing on those Sites as of the effective date of this Chapter are confirmed as conforming Structures.

(2) An above-ground Hazardous Substance Storage Tank existing on the effective date of this Chapter and located on a site in compliance with a Planning Approval and/or Special Exception granted under previous versions of this Chapter, may be repaired, replaced or reconstructed on the same site in compliance with that previous approval, without the need for any further Conditional Use Permit.

B. Notice Procedures

1. Each Application for a Conditional Use Permit with respect to an above-ground Hazardous Substance Storage Tank shall be subject to the following notice requirements:

   (a) The Application shall be posted on the City's website at least thirty (30) days prior to the initial hearing on the Application.

   (b) Notice of the filing of the Application advising of the time and date of the initial hearing shall be sent by first class U.S. mail, not less than thirty (30) days prior to the date of the initial hearing to all Owners of assessed property located within three thousand (3,000) feet of the property line of the proposed Site as shown on the current ad valorem tax assessment records of the County. The documented costs of such notice shall be paid by the Applicant upon submission of the invoice.

   (c) Notice of the time and date of the initial hearing on the Application shall be published in a newspaper of general circulation in the City once a week for two consecutive weeks prior the scheduled date of the initial hearing. The first such publication shall be at least thirty (30) days prior to the scheduled date of the initial hearing and the second such publication shall be at least eight (8) days prior to the scheduled date of the initial hearing. The notice shall contain both a map depicting the location of the site and directions to the entire Application posted on the City's website. The documented costs of such notice shall be paid by the Applicant upon submission of the invoice.

C. Siting and Design Requirements

1. Setback . The minimum Setback for a tank is one thousand, five hundred (1,500) feet measured from the tank to the property line of the nearest

residentially zoned or occupied property, church or school. The Setback may increase, as a condition of Conditional Use Permit approval, on a case by case basis should specific circumstances or factors warrant.

2. Plan review.

(a) Prior to the issuance of a Building Permit for any above-ground Hazardous Substance Storage Tank, all construction plans for the tank shall be reviewed by an independent Professional Engineer experienced in the design and construction of above ground Hazardous Substance Storage Tanks engaged by the City who must certify in writing to the Director that the plans comply with all applicable construction standards and Code requirements.

(b) The cost of such review as invoiced to the City shall be paid by the Applicant as a condition to the issuance of the Building Permit.

(c) The review must be completed within sixty (60) days of the submission of the permit Application and plans. Otherwise the plans will be deemed compliant and the Applicant will not be charged for the costs of such review.

(d) At the time construction drawings are submitted, the Applicant shall also submit its Facility Response Plan (FRP) to the City and Fire Department. Any portions of the FRP that contain information that the Department of Homeland Security restricts the disclosure of, or which the Applicant otherwise considers potentially sensitive, may be redacted.

D. Required Content of Applications for Conditional Use Permit and Application Fee

1. Application Requirements. Each Application for Conditional Use Permit for an above-ground Hazardous Substance Storage Tank shall include:

(a) A list of all permits and approvals required to complete the installation of the tank(s) and the status of each such permit and approval at the time the Application is filed;

(b) A description of the type, maximum amount and National Fire Protection Association (NFPA) Classification of the substance(s) to be stored;

(c) A description of the method by which the substance(s) will be transported to the site and the anticipated frequency of such transportation;

(d) A description of all other materials being stored in bulk on the site; and

(e) A detailed Site plan, drawn to a standard engineering scale, illustrating the location of any and all improvements on the site, including but not limited to: existing and proposed tanks, existing and proposed Structures, existing and proposed access drives and circulation drives; existing and proposed piers, docks or other mooring facilities; existing and proposed berms, dams or any other containment devices or method; and dimensions of the site, dimensions and capacity of each tank, dimensions from property line to tank(s), from containment to tank, from tank to tank and dimensions of access and circulation drives.

2. Description of Any Applicable Vapor, Emission or Odor Regulations. If the proposed tank is subject to federal or state regulations or other applicable best management practices with respect to vapor, emissions, and/or odor control, the Application for Conditional Use Permit shall include a statement as to the relevant regulatory authority or authorities and a summary of any equipment and technology being implemented to comply with such requirements or practices.

3. Tank approval Application fee. The Application fee shall be one thousand, five hundred dollars ($1,500.00) per tank.

E. Change in product classification. Applicant may only store a substance with a different NFPA classification than the NFPA classification listed in the Application after providing written notice to the Director of the change and engineering verification that the tank complies with the NFPA requirements for the new product classification.

Sec. 64-4-9 Telecommunications Facilities

A. Findings

1. The Federal Communications Act of 1934, as amended by the Telecommunications Act of 1996, grants the Federal Communications Commission (FCC) exclusive jurisdiction over:

(a) The regulation of the environmental effects of radio frequency emissions from telecommunications facilities; and,

(b) The regulation of radio signal interference among users of the radio frequency spectrum.

2. The Telecommunications Act of 1996 preserved, with certain limitations, the City's land use and zoning authority concerning the placement, construction and modification of wireless Telecommunications Facilities.

B. Applicability

1. This Section applies to Telecommunications Facilities located on private property.

2. This Section does not apply to Telecommunications Facilities located on, or proposed to be located on, public Rights-of-Way or on City-owned

property. Applications to locate Telecommunications Facilities on public Rights-of-Way or on City-owned property are submitted to the Engineering Department.

3. Utility companies that provide gas, electricity, water, or sewer services are not required to obtain a permit under this Section for any facility that would otherwise require a Class 1, Class 2, or Class 3 permit if those facilities are used exclusively for internal utility company communications related to the provision of utility services, such as (a) advanced metering infrastructure (also known as "smart metering" systems), (b) monitoring the security of utility sites and network systems, or (c) monitoring network usage, capacity, or performance. However, any such facility that would otherwise require a Class 2 permit must comply with the General Requirements for Small Wireless Facilities set forth in Section 64-4-10. E. 8., and any such facility that would otherwise require a Class 3 permit must comply with the General Requirements set forth in Section 64-4-10. F. 7.

C. Permit Required

1. Except as otherwise allowed, no Person shall erect, modify, install or construct any Telecommunications Facilities without a permit.

2. To obtain a permit for Telecommunications Facilities located on private property, a Person must submit an Application to the Planning Department.

3. Permitted facilities shall comply with all structural and safety standards adopted by the City, including, but not limited to: AASHTO, MUTCD, International Building Code and International Electrical Code, as adopted by the City, City Code Chapter 57, and City Code Chapter 17, Storm Water Management and Flood Control Ordinance.

4. The following categories of permits are established:

(a) Class 1. A Class 1 permit is required for an Eligible Facilities Request.

(b) Class 2. A Class 2 permit is required for any Small Wireless Facility, whether that facility is associated with a new or existing support structure, that does not qualify as an Eligible Facilities Request.

(c) Class 3. A Class 3 permit is required for any collocation of a wireless or other Telecommunications Facility other than a facility that is eligible for a Class 1 or Class 2 permit.

(d) Class 4. A Class 4 permit is required for any wireless or Telecommunications Facilities that are not eligible for a Class 1, Class 2 or Class 3 Permit.

D. Application Review Process for Class 1 Permits

1. The Applicant for a Class 1 permit must file an Application that includes documentation that the proposed modification qualifies as an Eligible Facilities Request. The Application must include the following:

(a) The name, address, phone number and e-mail address of the Person preparing the Application;

(b) The name, address and phone number of the property Owner and the Applicant, including the legal name of the Applicant. If the Owner of the structure is different than the Applicant, the name and all necessary contact information shall be provided;

(c) An explanation of the reasons why the Application qualifies as an Eligible Facilities Request;

(d) A description of the Existing Structure;

(e) An explanation, utilizing and addressing the criteria set forth in 47 C.F.R. § 1.6100(b)(7), of how the requested modification will not

substantially change the physical dimensions of the Existing Structure, including certified drawings and an engineering statement demonstrating and certifying that the proposed facility qualifies as an Eligible Facilities Request under applicable FCC rules;

(f) Written commitment statements affirming that:

(1) The Applicant's facility shall always without exception be maintained in a safe manner, and in compliance with all conditions of the special use permit, as well as all applicable and permissible local codes, ordinances and regulations and all applicable city, state and federal laws, rules and regulations, unless specifically granted relief by the Board of Adjustment in writing;

(2) The construction of the facility is legally permissible, including, but not limited to the fact that the Applicant is licensed to do business in the State of Alabama.

(g) A certification that all statements and information provided in the Application or any supplement or amendment thereto are true and correct.

2. Timeframe for review. If the City finds that the Application qualifies as an Eligible Facilities Request, the City will approve the Application within sixty (60) days of the date when the Applicant satisfies *both* of the following criteria: (a) the Applicant has submitted a written Application that complies with the requirements of subparagraph 1 above, and (b) to the extent the Applicant has not done so as part of its Application, the Applicant submits written documentation showing that a proposed modification is an Eligible Facilities Request. This sixty (60) day period of time may be adjusted for any tolling as described in subparagraph 3 below.

(a) The timeframe for review will begin to run when the Application is submitted, but may be tolled (a) by mutual agreement, or (b) in cases where the City determines, consistent with subparagraph 3 below, that the Application is incomplete.

3. Tolling Period. To toll the timeframe for incompleteness, the City must provide written notice to the Applicant within thirty (30) days of receipt of the Application, clearly and specifically delineating all missing documents or information. The timeframe for review begins running again when the Applicant makes a supplemental submission in response to the City's notice of incompleteness. Following a supplemental submission, the City will have ten (10) days to notify Applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe for review is tolled in the case of second or subsequent notices pursuant to the procedures identified in this paragraph.

4. All Class 1 Eligible Facilities Request permits, whether affirmatively granted by the City or "deemed granted" by operation of law, shall be subject to the conditions that (a) the facility is built in conformance to the specifications set forth in the Application (in particular the specifications that qualify the facility as a Class 1 Eligible Facilities Request), (b) the facility complies with all structural and safety standards adopted by the City, and (c) the proposed modification or collocation will not defeat any existing concealment elements of, or existing aesthetic conditions imposed on, the Existing Structure.

5. To the extent federal law provides a "deemed granted" remedy for Class 1 Eligible Facilities Request permit Applications not timely acted on by the City, the deemed grant shall not become effective until the Applicant notifies the City in writing after the review period has expired (accounting for any tolling) that the Application has been deemed granted. Any Class

1 permit that is deemed granted by operation of applicable federal law shall be subject to the conditions set forth in subparagraph 4 above.

6. If the City determines that the Application does not qualify as an Eligible Facilities Request, the City will notify the Applicant in writing of that determination and will process the Application as either a Class 2 or Class 3 permit Application.

7. Collocations. Collocations are permitted in any Zoning District after administrative review and approval in accordance with the standards set forth in this Chapter.

8. Removal of transmission equipment. The removal of transmission equipment shall be authorized upon the issuance of the required building or demolition permit.

9. Replacement of transmission equipment. The replacement of transmission equipment shall be authorized upon the issuance of a building permit.

E. Application Review Process for Class 2 Permits

1. Telecommunication Facilities requiring a Class 2 Permit will be permitted by Special Exception subject to the standards set forth in this Section.

2. Timeframe for review. Applications for Class 2 permits will be acted on within the following timeframes. These periods of time may be adjusted for any tolling as described in subparagraph 3 below.

(a) Applications for a Class 2 Permit to install a Small Wireless Facility on an existing support structure: sixty (60) days

(b) Applications for a Class 2 Permit to deploy a Small Wireless Facility on a new support structure: ninety (90) days

(c) The timeframe for review will begin to run when the Application is submitted, but may be tolled (a) by written agreement between the Applicant and the City, or (b) in cases where the City determines, consistent with subparagraph 3 below, that the Application is incomplete.

3. Tolling Period.

(a) For an initial Application to deploy Small Wireless Facilities, if the City provides written notice to the Applicant on or before the tenth (10^{th}) day after submission of the Application that the Application is materially incomplete and clearly and specifically identifies the missing documents or information and the specific rule or regulation creating the obligation to submit such documents or information, the timeframe for review shall restart at zero on the date the Applicant submits all the documents and information identified by the City to render the Application complete.

4. The Board of Adjustment may approve, approve with conditions, or deny an Application for a Class 2 permit. The Board's decision shall be in writing and supported by substantial evidence contained in a written record.

5. In addition to payment of all Application fees, Applicants shall also reimburse the City for reasonable costs incurred in reviewing the Applications, including, but not limited to, the reasonable costs of engineers and other technical consultants.

6. Batched Applications. Applicants or their agents of record may submit Applications for multiple facilities or locations with the following conditions:

(a) No single batched submittal shall contain more than ten (10) Applications;

(b) There must be a minimum of ten (10) calendar days between submittals of batched Applications by the same Applicant;

(c) No more than three (3) batched Applications per Applicant shall be accepted in any thirty (30) consecutive-day period.

(d) In the interest of time efficiency, the City reserves the right to negotiate the amount of batched Applications that may be submitted by an Applicant on large scale installations. The negotiation shall require the parties, the Applicant and the City, to agree in writing to the process, time and the costs that will be required for the initial review of the project.

7. Application Requirements. Applications for Class 2 Permits shall include the following. Any items that are deemed not applicable to the Application shall be identified in a Pre-Application meeting prior to submission of the Application.

(a) The name, address, phone number and e-mail address of the Person preparing the Application.

(b) The name, address and phone number of the property Owner and the Applicant, including the legal name of the Applicant. If the Owner of the structure is different than the Applicant, the name and all necessary contact information shall be provided.

(c) The nearest postal address and tax map parcel number of the property.

(d) The zoning district or designation in which the property is situated.

(e) To clarify the location of the proposed facility, the Applicant shall submit the following:

(1) GPS coordinates (latitude and longitude) in decimal degrees for the proposed small wireless facility location.

(2) Street map identifying the specific location.

(3) Street view photographic images of the location.

(f) Certified drawings and an engineering statement demonstrating and certifying that the proposed facility qualifies as a Small Wireless Facility under applicable FCC rules.

(g) A general description of the proposed work and the purposes and intent of the proposed modifications or new facilities. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed. The description shall include the type of equipment, number of antennas, height to top of antenna(s), statement of compliance with FCC requirements and description and/or depiction of concealment and camouflage elements.

(h) Written commitment statements affirming that:

(1) The Applicant's facility shall always without exception be maintained in a safe manner, and in compliance with all conditions of the special use permit, as well as all applicable and permissible local codes ordinances and regulations and all applicable City, state and federal laws, rules and regulations, unless specifically granted relief by the Board of Adjustment in writing;

(2) The construction of the facility is legally permissible, including, but not limited to the fact that the Applicant is licensed to do business in the State of Alabama; and

(3) All statements and information provided in the Application or any supplement or amendment thereto are true and correct.

(i) Certified detailed construction drawings, including, but not limited to, the following information located within one hundred (100) feet from the new structure: the size of the property footprint on which the structure to be built or attached to is located, stated both in square feet and Lot line dimensions, and a certified boundary survey completed by a professional land surveyor showing the location of all Lot lines and rights-of-way.

(j) Location of the nearest residential structure and habitable structure.

(k) The location, size and height of all existing and proposed structures on the property that are more than ten (10) feet in height and are not buildings.

(l) A detailed description of the enclosures and cabinets on the property on which the structure is located that are related to the subject of the Application.

(m) A site plan to-scale, showing the footprint of the support structure and the type, location and dimensions of access drives, landscaping, buffers, fencing, underground utilities of any kind and any easements.

(n) Elevation drawings showing the profile or the vertical rendition of the facility and identifying all existing and proposed attachments and all related fixtures, structures, appurtenances and apparatus, including the height above the existing grade, materials, colors and lighting. Photo simulations may be required to be submitted with pictures of the proposed facility from key points surrounding the site.

(o) Proposed electrical and grounding plans for the facility.

(p) Cut sheets or specifications for all equipment to be installed and/or mounted on the structure.

(q) Transmission and maximum effective radiated power of the antenna(s).

(r) The azimuth, size, top of antenna height and location of all proposed and existing antennas on the support structure, including the height of the top of any equipment affixed to the top of the support structure.

(s) A detailed description of the support structure and a structural analysis and report, including the calculations, certified by a professional engineer licensed in the state and proving the structure's capability to safely accommodate the facilities of the Applicant.

(t) A copy of the FCC licenses applicable for all the frequency bands licensed to the carrier to provide service in the City.

(u) For any Small Wireless Facility using a new structure: Provide a written certification that Applicant was unable to co-locate on an Existing Structure and the reason(s), such as lack of an Existing Structure, lack of an Existing Structure meeting the technical needs of the carrier; or not being able to secure an attachment agreement with the Owner.

(v) A copy of the Applicant's certificate of liability insurance.

(w) For substantial modifications of Existing Structures whereby the height, profile or size of the facility is increased, or construction is needed outside the permitted compound or site, a detailed narrative explaining what changes are needed and why they are needed.

8. General Requirements for Small Wireless Facilities

(a) Small Wireless Facilities shall be located such that they do not interfere with public health, public usage or safety facilities, such as, but not limited to Streets, sidewalks, Alleys, parkways, public ways,

fire hydrants, fire escapes, water valves, underground vaults or valve housing structures.

(b) No equipment or work associated with a Small Wireless Facility shall interfere with, endanger, hamper, impede or disturb access to any utility or any other facility located in the right-of-way.

(c) No Small Wireless Facility or accessory equipment shall be installed directly over any existing water or sewer main, service line or other utility, and shall comply with the City's regulations for clearances between utilities.

(d) No Small Wireless Facility, nor any work associated with such, shall interfere with, endanger, hamper or impede the usual and customary use of the right-of-way or any vehicular or pedestrian way.

(e) No Small Wireless Facility or accessory equipment shall materially interfere with the safe operation of traffic control equipment.

(f) No Small Wireless Facility or accessory equipment shall materially interfere with sight lines or clear zones for transportation, pedestrians or public safety purposes.

(g) No Small Wireless Facility or accessory equipment shall materially interfere with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.

(h) No Small Wireless Facility or accessory equipment shall be closer than eighteen (18) inches from the street curb or edge of pavement if no curb is present, unless otherwise approved by the City Engineer.

(i) No Small Wireless Facility or accessory equipment shall be placed on any arms or any horizontal structure used to support or mount traffic control signals or devices.

(j) No Small Wireless Facility may be hung from energized lines or on poles to be removed in conjunction with the City's existing and approved plans to utilize undergrounding of electrical utilities in a particular area.

(k) No Small Wireless Facility or accessory equipment shall be located in a manner that interferes with plans for future roadway growth and expansion projects in the City.

(l) No permit shall be issued for any Small Wireless Facility or accessory equipment where the structure being attached to is in need of safety-related remediation to comply with the requirements of this Chapter and/or other adopted standards of the City, unless and until all remediation work that is deemed needed has been completed or a schedule for the remediation work has been approved by the City.

(m) For attachments to existing utility poles and light structures:

(1) Unless it is technically infeasible, all antennas and accessory equipment mounted to existing utility poles and light structures shall be camouflaged, screened and/or obscured. Any attachment to an Existing Structure shall be in keeping with the nature and character of the surrounding area, neighborhood and/or the structure being attached to.

(2) Unless it is found to be impracticable, all antennas shall be mounted on the top of a utility pole or light structure and appear as a vertical extension of the support structure. Unless it is technically infeasible, antennas shall be designed or placed in an enclosure.

(3) The cabling and wiring for a Small Wireless Facility, that is proposed on a wood support structure shall be placed in conduit.

(4) The cabling and wiring for a Small Wireless Facility that is proposed on a metal or non-conductive hollow pole shall be placed inside the pole.

(n) For attachments to an existing building or other support structure:

(1) All antennas and accessory equipment mounted to an existing building or other support structure shall be designed as a concealed facility.

(2) Facade-mounted antennas shall not extend above the face of any wall or exterior surface of the building.

(3) Roof-mounted antennas and accessory equipment may be permitted on buildings and shall comply with the height requirements set forth in subsection (q) below.

(4) For antennas greater than two (2) feet in height, roof-mounted antennas and accessory equipment shall be Setback from the edge of roof, one (1) foot for every foot of height of the equipment above roof.

(o) For new Support Structures:

(1) New monopoles, utility poles, or light structures that are installed for the purpose of Small Wireless Facilities shall be designed as a decorative structure or concealed.

(2) All new support structures shall be hollow metal or made of a non-conductive, non-corrodible material.

(3) Unless it is technically infeasible, all antennas and related mounted equipment shall be camouflaged, screened and/or obscured.

(4) Unless mounting a particular antenna at the top of an existing support structure is found to be technically infeasible or the antenna is designed as a stealth facility, all antennas shall be mounted on the top of the support structure and appear as a vertical extension of the support structure. Unless it is technically infeasible, antennas shall be designed or placed in an enclosure designed to improve the appearance of the site and protect the antennas.

(5) The cabling and wiring for a Small Wireless Facility that is proposed on a metal or non-conductive hollow pole shall be placed inside the pole.

(6) Accessory equipment shall be mounted on the support structure, on the ground or underground. Accessory equipment shall be placed in an enclosure.

(7) Any new Small Wireless Facility support structure shall be no closer than three hundred (300) feet away, laterally, from another pre-existing Small Wireless Facility support structure. This horizontal spacing requirement may be modified or waived for a particular new Small Wireless Facility support structure if the Applicant demonstrates that it would be effectively prohibited from providing either personal wireless service or telecommunications service as a result of the three hundred (300) foot separation requirement.

(p) Aesthetics/Appearance:

(1) Small Wireless Facilities shall be designed to blend into the surrounding environment and complement existing streetscape elements or structures through the use of color, camouflaging, architectural treatment and/or concealment techniques. Any equipment mounted to the support structures shall also match

the support structure in color and general design unless a different color is needed for public safety or service reliability reasons. A Small Wireless Facility shall not be easily recognizable as a wireless facility by a layperson.

(2) All antennas shall be mounted on the top of the support structure, unless doing so is technically infeasible or not permissible under applicable safety standards and regulations.

(3) The space between the top of the structure and the attachment point of the antenna shall be concealed with a weather-proof material the same color as the structure or the antenna.

(4) There shall be no signage placed by the Owner of any support structure or by any service provider on or in the vicinity of any support structure, other than a four (4) inch by six (6) inch (maximum) plate with the Owner's name, location identifying information and emergency telephone number permanently affixed to the shroud or as may be required by state or federal law or rule or safety code. All signs shall be of the minimum size allowed by law, rule or regulation.

(5) Except where the support structure is a light pole, a traffic light stanchion, or where lighting is required by applicable law, the facility or associated equipment shall not be illuminated.

(q) Height:

(1) Proposed attachments to an Existing Structure shall not extend the height of the Existing Structure to a height of more than fifty (50) feet, or by more than ten (10) percent of the pre-existing height of the structure, whichever is greater.

(2) The structure on which a new Small Wireless Facility is located shall not be more than ten (10) percent higher than existing

adjacent structures located within five hundred (500) feet of the proposed structure, including any attachment of any kind associated with the wireless facility, and shall never be more than thirty-five (35) feet in height on residentially zoned property or more than fifty (50) feet in height on property in zoning districts B-1, B-2, LB-2 or B-3, including any attachments of any kind associated with the wireless facility.

(3) No antenna or other part of the facility shall extend more than six (6) feet above the structure.

(r) Size:

(1) Each antenna shall not exceed three (3) cubic feet in volume.

(2) All accessory equipment associated with the facility shall cumulatively not exceed twenty-eight (28) cubic feet in volume.

F. Application Review Process for Class 3 Permits

1. Telecommunication Facilities requiring a Class 3 Permit will be permitted by Special Exception subject to the standards set forth in this Section.

2. Timeframe for review. Applications for Class 3 permits will be acted on within the following timeframes. These periods of time may be adjusted for any tolling as described in subparagraph 3 below.

(a) Applications for a Class 3 Permit to collocate a facility other than a Small Wireless Facility using an existing structure: ninety (90) days.

(b) The timeframe for review will begin to run when the application is submitted, but may be tolled (a) by written agreement between the Applicant and the City, or (b) in cases where the City determines, consistent with subparagraph 3 below, that the application is incomplete.

3. Tolling Period.

(a) If the City provides written notice to the Applicant within thirty (30) days of the date when the Application was submitted that the Application is materially incomplete and clearly and specifically identifies the missing documents or information that the Applicant must submit to render the Application complete and the specific rule or regulation creating the obligation to submit such documents or information, the timeframe for review shall be tolled from the day after the date that the City provides the written notice until the date when the Applicant submits all the documents and information identified by the City to render the Application complete. The timeframe for review begins running again when the Applicant makes the supplemental submission in response to the City's notice of incompleteness. Following a supplemental submission, the City has ten (10) days to notify the Applicant that the supplemental submission did not provide the documents and information identified in the original notice.

4. The Board of Adjustment may approve, approve with conditions or deny an Application for a Class 3 permit. The Board's decision shall be in writing and supported by substantial evidence contained in a written record.

5. In addition to payment of Application fees, Applicants shall also reimburse the City for reasonable costs incurred in reviewing the Applications, including, but not limited to, the reasonable costs of engineers and other technical consultants.

6. Application Requirements. Applications for Class 3 Permits, shall include the following. Any items that are deemed not applicable to the Application shall be identified in a pre-Application meeting prior to the submission of the Application.

(a) The name, address, phone number and e-mail address of the Person preparing the Application.

(b) The name, address and phone number of the property Owner and the Applicant, including the legal name of the Applicant. If the Owner of the structure is different than the Applicant, the name and all necessary contact information shall be provided.

(c) The nearest postal address and tax map parcel number of the property.

(d) The zoning district or designation in which the property is situated.

(e) To clarify the location of the proposed facility, the Applicant shall submit the following:

(1) GPS coordinates (latitude and longitude) in decimal degrees for the proposed small wireless facility location.

(2) Street map identifying the specific location.

(3) Street view photographic images of the location.

(f) A general description of the proposed work and the purposes and intent of the proposed modifications or new facilities. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed. The description shall include the type of equipment, number of antennas, height to top of antenna(s), statement of compliance with FCC requirements and description and/or depiction of concealment and camouflage elements.

(g) Written commitment statements affirming that:

(1) The Applicant's facility shall always without exception be maintained in a safe manner, and in compliance with all conditions of the special use permit, as well as all applicable and permissible local codes, ordinances and regulations and all applicable City, state and federal laws, rules and regulations, unless specifically granted relief by the Board of Adjustment in writing;

(2) The construction of the facility is legally permissible, including, but not limited to the fact that the Applicant is licensed to do business in the State of Alabama.

(3) All statements and information in the Application and any supplements or amendments thereto are true and correct.

(h) Certified detailed construction drawings, including, but not limited to, the following information located within one hundred (100) feet from the new structure: the size of the property footprint on which the structure to be built or attached to is located, stated both in square feet and lot line dimensions, and a certified boundary survey completed by a professional land surveyor showing the location of all Lot lines and rights-of-way.

(i) Location of the nearest residential structure and habitable structure.

(j) The location, size and height of all existing and proposed structures on the property that are more than ten (10) feet in height and are not buildings.

(k) A detailed description of the enclosures and cabinets on the property on which the structure is located that are related to the subject of the Application.

(l) A site plan to-scale, showing the footprint of the support structure and the type, location and dimensions of access drives, landscaping,

buffers, fencing, underground utilities of any kind and any easements.

(m) Elevation drawings showing the profile or the vertical rendition of the facility and identifying all existing and proposed attachments and all related fixtures, structures, appurtenances and apparatus, including the height above the existing grade, materials, colors and lighting. Photo simulations may be required to be submitted with pictures of the proposed facility from key points surrounding the site.

(n) Proposed electrical and grounding plans for the facility.

(o) Cut sheets or specifications for all equipment to be installed and/or mounted on the structure.

(p) Transmission and maximum effective radiated power of the antenna(s).

(q) The azimuth, size, top of antenna height and location of all proposed and existing antennas on the support structure, including the height of the top of any equipment affixed to the top of the support structure.

(r) A detailed description of the support structure and a structural analysis and report, including the calculations, certified by a professional engineer licensed in the state and proving the structure's capability to safely accommodate the facilities of the Applicant.

(s) A copy of the FCC licenses applicable for all the frequency bands licensed to the carrier to provide service in the City.

(t) A copy of the Applicant's certificate of liability insurance.

(u) For substantial modifications of Existing Structures whereby the height, profile or size of the facility is increased, or construction is

needed outside the permitted compound or site, a detailed narrative explaining what changes are needed and why they are needed.

7. General Requirements.

(a) For attachments to existing utility poles and light structures:

(1) Unless it is technically infeasible, all antennas and accessory equipment mounted to existing utility poles and light structures shall be camouflaged, screened and/or obscured. Any attachment to an Existing Structure shall be in keeping with the nature and character of the surrounding area, neighborhood and/or the structure being attached to.

(2) Unless it is found to be impracticable, all antennas shall be mounted on the top of a utility pole or light structure and appear as a vertical extension of the support structure. Unless it is technically infeasible, antennas shall be designed or placed in an enclosure.

(3) Cabling and wiring that is proposed on a wood support structure shall be placed in conduit.

(4) Cabling and wiring that is proposed on a metal or non-conductive hollow pole shall be placed inside the pole.

(b) For attachments to an existing building or other support structure:

(1) All antennas and accessory equipment mounted to an existing building or other support structure shall be designed as a concealed facility.

(2) Facade-mounted antennas shall not extend above the face of any wall or exterior surface of the building.

(3) Roof-mounted antennas and accessory equipment may be permitted on buildings and shall comply with height requirements set forth in subsection (e) below.

(4) For antennas greater than two (2) feet in height, roof-mounted antennas and accessory equipment shall be Setback from the edge of roof, one (1) foot for every foot of height of the equipment above roof.

(c) For support structures, antennas and accessory equipment:

(1) All new support structures shall be hollow metal or made of a non-conductive, non-corrodible material.

(2) All antennas shall be mounted on the top of the support structure, unless doing so is technically infeasible or not permissible under applicable safety standards and regulations.

(3) Unless it is technically infeasible, all antennas and related mounted equipment shall be camouflaged, screened and/or obscured.

(4) Unless mounting a particular antenna at the top of the support structure is found to be technically infeasible or the antenna is designed as a stealth facility, all antennas shall be mounted on the top of the support structure and appear as a vertical extension of the support structure. Unless it is technically infeasible, antennas shall be designed or placed in an enclosure designed to improve the appearance of the site and protect the antennas.

(5) Accessory equipment shall be mounted on the support structure, on the ground or underground. Accessory equipment shall be placed in an enclosure.

(d) For aesthetics and appearance:

(1) Facilities shall be designed to blend into the surrounding environment and complement existing streetscape elements or structures through the use of color, camouflaging, architectural treatment and/or concealment techniques. Any equipment mounted to the support structures shall also match the support structure in color and general design unless a different color is needed for public safety or service reliability reasons.

(2) The space between the top of the structure and the attachment point of the antenna shall be concealed with a weather-proof material the same color as the structure or the antenna.

(3) There shall be no signage placed by the Owner of any support structure or by any service provider on or in the vicinity of any support structure, other than a four-inch by six-inch (maximum) plate with the Owner's name, location identifying information and emergency telephone number permanently affixed to the shroud or as may be required by state or federal law or rule or safety code. All signs shall be of the minimum size allowed by law, rule or regulation.

(4) Except where the support structure is a light pole, a traffic light stanchion, or where lighting is required by applicable law, the facility or associated equipment shall not be illuminated.

(e) Height:

(1) Proposed attachments to an Existing Structure shall not extend the height of the Existing Structure to a height of more than fifty (50) feet, or by more than ten (10) percent of the pre-existing height of the structure, whichever is greater.

(2) The structure on which the Facility is located shall not be more than ten (10) percent higher than existing adjacent structures located within five hundred (500) feet of the proposed structure, including any attachment of any kind associated with the wireless facility and shall never be more than thirty-five (35) feet in height on residentially zoned property or more than fifty (50) feet in height on property in zoning districts B-1, B-2, LB-2 or B-3, including any attachments of any kind associated with the facility.

(3) No antenna or other part of the facility shall extend more than six (6) feet above the structure.

(f) Size:

(1) Each antenna shall not exceed three (3) cubic feet in volume.

(2) All accessory equipment associated with the facility shall cumulatively not exceed twenty-eight (28) cubic feet in volume.

G. Application Review Process for Class 4 Permits

1. Telecommunications Facilities requiring a Class 4 permit are allowed by right in zoning districts ML, MH, I-1, and I-2, and will be permitted by Special Exception in zoning districts B-1, LB-2, B-2, B-3, B-4, B-5, CW, and MM.

2. Timeframe for review. Applications for Class 4 permits will be acted on within 150 days, adjusted for any tolling as described in paragraph (3) below.

(a) The timeframe for review will begin to run when the Application is submitted, but may be tolled (a) by written agreement between the Applicant and the City, or (b) in cases where the City determines,

consistent with subparagraph 3 below, that the Application is incomplete.

3. Tolling Period. If the City provides written notice to the Applicant within thirty (30) days of the date when the Application was submitted that the Application is materially incomplete and clearly and specifically identifies the missing documents or information that the Applicant must submit to render the Application complete and the specific rule or regulation creating the obligation to submit such documents or information, the timeframe for review shall be tolled from the day after the date that the City provides the written notice until the date when the Applicant submits all the documents and information identified by the City to render the Application complete. The timeframe for review begins running again when the Applicant makes the supplemental submission in response to the City's notice of incompleteness. Following a supplemental submission, the City has ten (10) days to notify the Applicant that the supplemental submission did not provide the documents and information identified in the original notice. Applications may also be tolled by mutual agreement of the City and the Applicant.

4. The Board of Adjustment may approve, approve with conditions or deny an Application for a Class 4 permit. The Board's decision shall be in writing and supported by substantial evidence contained in a written record.

5. In addition to payment of Application fees, Applicants shall also reimburse the City for reasonable costs incurred in reviewing the Applications, including, but not limited to, the reasonable costs of engineers and other technical consultants.

6. Application Requirements. Applications for Class 4 Permits, including Applications to develop a Tower shall include the following. Any items that are deemed not applicable to the Application shall be identified in a pre-application meeting prior to the submission of the Application.

(a) The name, address, telephone number and email address of (i) the Applicant, (ii) the Person preparing the Application (if not the Applicant) and (iii) the Owner and lessee of the parcel of land upon which the Tower is situated (if not the Applicant). If the Applicant is not the Owner of the parcel of land upon which the Tower is situated, the written consent of the Owner shall be evidenced in the Application.

(b) The legal description, parcel identification number, key number and address of the parcel of land upon which the Tower is situated.

(c) The names, addresses and telephone numbers of all Owners of other Towers, Existing Structures, or other usable Antenna Support Structures within a one-half mile radius of the proposed new Tower site, including City-owned property.

(d) Written documentation that the Applicant: (1) made diligent, but unsuccessful efforts prior to the submission of the Application to install or collocate the Applicant's Telecommunications Facilities on Towers, Existing Structures or other usable Antenna Support Structures owned by the City and other Persons located within a one-half mile radius of the proposed Tower site; or (2) written, technical certification from a Professional Engineer that the proposed Tower or Telecommunications Facilities cannot be installed or collocated on an Existing Structure, Tower or usable Antenna Support Structure located at the proposed site or within a one-half mile radius of the proposed site in order to meet the coverage requirements of the Applicant's wireless communications system.

(e) Written, technical evidence from a Professional Engineer that the proposed structure meets the Structural Requirements of this Section.

(f) Proposed electrical and grounding plans for the facility.

(g) Written, technical evidence from an engineer that the proposed site of the Tower or Telecommunications Facilities does not pose a risk of explosion, fire or other danger due to its proximity to volatile, flammable, explosive or hazardous materials such as LP gas, propane, gasoline, natural gas or corrosive or other dangerous chemicals within the site.

(h) A detailed description of the support structure and a structural analysis and report, including the calculations, certified by a Professional Engineer licensed in the state and proving the structure's capability to safely accommodate the facilities of the Applicant.

(i) A copy of the FCC licenses applicable for all the frequency bands licensed to the carrier to provide service in the City.

(j) A copy of the Applicant's certificate of liability insurance.

(k) Written commitment statements affirming that:

(1) The Applicant's facility shall always without exception be maintained in a safe manner, and in compliance with all conditions of the special use permit, as well as all applicable and permissible local codes, ordinances and regulations and all applicable city, state and federal laws, rules and regulations, unless specifically granted relief by the Board of Adjustment in writing;

(2) The construction of the facility is legally permissible, including, but not limited to the fact that the Applicant is licensed to do business in the State of Alabama.

(3) All statements and information in the application and any supplements or amendments thereto are true and correct.

(l) Certified detailed construction drawings, including, but not limited to, the following information located within one hundred (100) feet from the new structure: the size of the property footprint on which the structure to be built or attached to is located, stated both in square feet and lot line dimensions, and a certified boundary survey completed by a professional land surveyor showing the location of all lot lines and rights-of-way.

(m) Location of the nearest residential structure and habitable structure.

(n) The location, size and height of all existing and proposed structures on the property that are more than ten (10) feet in height and are not buildings.

(o) A detailed description of the enclosures and cabinets on the property on which the structure is located that are related to the subject of the Application.

(p) A site plan to-scale, showing the footprint of the support structure and the type, location and dimensions of access drives, landscaping, buffers, fencing, underground utilities of any kind and any easements.

(q) Elevation drawings showing the profile or the vertical rendition of the facility and identifying all existing and proposed attachments and all related fixtures, structures, appurtenances and apparatus, including the height above the existing grade, materials, colors and lighting. Photo simulations may be required to be submitted with pictures of the proposed facility from key points surrounding the site.

(r) Cut sheets or specifications for all equipment to be installed and/or mounted on the structure.

(s) A map of the City and the first half-mile of all bordering communities showing the location of the proposed Tower and surrounding antenna sites operated by the Applicant.

(t) A certificate from a professional engineer documenting collocation capability of the Applicant's telecommunications Tower.

(u) An accurate photo simulation depicting how the Tower would appear as proposed.

(v) If the Applicant alleges that failure to approve the Application will result in unreasonable discrimination among providers of functionally equivalent services pursuant to 47 U.S.C. § 332(c)(7)(B)(i)(I) and/or that failure to approve the Application will prohibit or have the effect of prohibiting personal wireless services pursuant to 47 U.S.C. § 332(c)(7)(B)(i)(II), the Applicant must so state on the Application and provide documentation in support of this claim.

7. Development of Towers.

(a) Towers are allowed as follows:

(1) A Tower shall be a permitted use "by right" in zoning districts I-1, I-2, ML and MH, subject to compliance with all the requirements of this Chapter and the granting of a Special Exception by the Board of Adjustment.

(2) A Tower shall be permitted by Special Exception in zoning districts B-1, B-2, LB-2, B-3, B-4, B-5, CW and MM.

(3) Unless the Applicant can demonstrate that denial of an application for a Tower at the particular proposed location will effectively prohibit the provision of telecommunications service or personal wireless service, a Tower shall be a prohibited use in

zoning districts R-A, R-1, R-2, R-3, R-B, T-B and H-B, and in Historic Districts.

(b) No Person shall build, erect or construct a Tower upon any plot of land within any zoning district unless all required permits and approvals have been obtained.

(c) Towers shall be permitted to a height not to exceed one hundred eighty (180) feet in I-1 and I-2 zoning districts. Towers may be permitted in excess of the maximum height allowed for the zoning district in which it is located if granted a variance by the Board of Adjustment in accordance with paragraph 21 below.

(d) The City may authorize the use of City property for towers or other Telecommunications Facilities in appropriately zoned districts in accordance with applicable law; however, the City shall have no obligation whatsoever to permit the use of City property for such purposes.

(e) No new Tower shall be built, constructed or erected in the City unless such Tower is capable of supporting another Person's operating Telecommunications Facilities comparable in weight, size and surface area to Applicant's final design. For the purposes of this paragraph, Applicant's final design shall mean the Telecommunications Facilities on the Applicant's Tower within six (6) months of the completion of Tower construction.

(f) Setback requirements for Towers shall be measured from the base of the Tower to the line of the lease parcel on which it is located. All Towers shall be Setback as follows:

(1) For I-1, I-2, ML and MH districts, the Setback shall be on all sides a distance equal to the underlying Setback requirement for the particular zoning district.

(2) For B-1, B-2, LB-2, B-3, B-4, B-5, CW and MM districts, the Setback on all sides shall be a distance equal to the height of the Tower.

8. Structural Requirements

(a) All Towers must be designed and certified by a professional engineer to be structurally sound and, at minimum, in conformance with the current building code as adopted by the City, as may be amended from time to time, and any other standards outlined in this section.

(b) Towers must be located and equipped with step bolts and ladders so as to provide ready access for inspection purposes.

(c) Guy Wires or other Tower accessories must not cross or encroach upon any street or other public place or over any electric power lines or encroach upon any other privately owned property without written consent of the Owner.

(d) All Towers must be constructed of approved corrosion resistant non-combustible material. The minimum type of construction for isolated radio Towers, not more than one hundred (100) feet in height, must be of type 4.

(e) Towers must be designed to resist wind loads in accordance with EIA/TIA-222-F series. Consideration must be given to conditions involving wind loads on ice-covered sections and localities subject to sustained freezing temperatures; and

(f) All Towers must be permanently and effectively grounded.

9. Separation or Buffer Requirements

(a) Towers shall be separated from all buildings and dwelling structures on residentially zoned lands, including R-B and H-B, by a minimum

of two hundred (200) feet or one hundred fifty (150) percent of the height of the proposed Tower, whichever is greater.

(b) Tower separation distances for the purposes of compliance with this subsection shall be measured from the base of a Tower to the closest point of residentially zoned land.

10. Method of Determining Tower Height. Except as otherwise provided for Eligible Facilities Requests, measurement of Tower height for the purpose of determining compliance with all requirements of this subsection shall include the Tower structure itself, the base pad and any other Telecommunications Facilities attached thereto. Tower height shall be measured from grade.

11. Illumination. Towers shall not be artificially lighted except as required by FAA. Upon commencement of construction of a Tower, in cases where there are residential uses located within a distance which is three hundred (300) percent of the height of the Tower from the Tower, and when required by federal law, dual mode lighting shall be requested from the FAA.

12. Fencing. Any Fences constructed around or upon parcels containing Towers, Antenna Support Structures, or Telecommunications Facilities shall be constructed in accordance with the fencing requirements as defined by the zoning district and the chart of permitted uses where the Tower, structure or facility is located, unless more stringent fencing requirements are required by FCC regulations.

13. Landscaping. All landscaping on parcels containing Towers, Antenna Support Structures or Telecommunications Facilities shall be in accordance with the applicable landscaping requirements in the zoning district where the Tower, structure or facility is located.

14. Noise. No equipment shall be operated at Towers and telecommunication facilities so as to produce noise in excess of the applicable noise standards

under WAC 173-60, except during emergencies, or periodic routine maintenance which requires the use of a backup generator, where the noise standards may be exceeded temporarily.

15. Electromagnetic Radiofrequency Emissions.

(a) The FCC has sole jurisdiction to regulate radiofrequency (RF) emissions, and telecommunications Towers which meet the FCC standards shall not be conditioned or denied on the basis of RF impacts.

(b) In order to provide information to its citizens, copies of ongoing FCC information concerning telecommunication Towers and facilities and radiofrequency emission standards shall be made available. Applicants for Tower sites shall be required to provide information on the projected power density of the facility and how this meets the FCC standards.

16. Access. All parcels upon which Towers are located must provide paved access to at least one paved vehicular parking space on site, except I-2 districts.

17. Maintenance.

(a) Facility Owners shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

(b) Facility Owners shall install and maintain Towers, Telecommunications Facilities, wires, cables, fixtures and other equipment in substantial compliance with the requirements of the National Electric Safety Code and all FCC, state and local regulations,

and in such manner that will not interfere with the use of other property.

(c) All Towers, Telecommunications Facilities and Antenna Support Structures shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of any Person.

(d) In the event the use of a Tower or other Telecommunications Facility is discontinued, or if the Owner ceases to operate the Tower or facility, the Owner shall provide written notice to the City of its intent to discontinue use or cease operations, and the date when the use shall be or was discontinued.

18. Camouflage and Aesthetics. Unless it is technically infeasible, Wireless Facilities, support structures, antennas and related facilities shall meet the following requirements:

(a) They shall be designed and placed in such a manner so as to be screened to minimize their distraction from surrounding properties and public rights-of-way. This shall include the color of the Tower, Antenna or related facility, the materials and textures of such Tower, Antenna or related facilities, and the materials or devices used to screen, conceal or blend the Tower, Antenna or related facility into or with the surrounding properties and development.

(b) Along the right of way, the design of the related facilities shall, to the extent possible, use materials, colors, textures, screening and landscaping that will blend them into the natural setting and surrounding buildings.

(c) If an Antenna is installed on a structure other than a Tower, the Antenna and supporting electrical and mechanical equipment must make the Antenna and related equipment as visually unobtrusive as possible.

(d) Wireless Facilities and support structures shall be designed and constructed to be stealth/camouflaged. The terms stealth or camouflage shall mean the following:

(1) The nature of design and construction do not draw undue attention to the structure;

(2) Design and construction cannot clearly be distinguished from the general character of the area in which they are located; and

(3) Design and construction do not cause a conflict with the appearance, character and aesthetics of the site upon which the facility is located, the surrounding properties or the general neighborhood in which they are located.

(e) Methods of achieving stealth/camouflage may include:

(1) Ensuring that physical design and construction are concealed within an architecturally designed feature/structure newly constructed on site, which matches or compliments the existing main structures on-site and in the surrounding area.

(2) Locating the facility/Tower and associated Antenna/supporting equipment on or within an existing structure or building already on a site with no obviously distinguishable changes to that structure.

(f) Wireless Facilities and support structures in Historic Districts shall be consistent with the design standards for Historic Districts, see City Code, Chapter 44, Article IV.

19. Telecommunications Facilities on Antenna Support Structures.

(a) Any Telecommunications Facilities which are not attached to a Tower may be permitted as an accessory use to any Antenna Support Structure at least forty-five (45) feet tall, regardless of the zoning

restrictions applicable to the zoning district where the structure is located. Except for an Eligible Facilities Request for a modification of an Existing Structure that does not substantially change the physical dimensions of the structure, Telecommunications Facilities are prohibited on all other structures. The Owner of the structure on which the proposed Telecommunications Facilities would be installed shall, by written certification, establish the following at the time plans are submitted for a building permit that:

(1) The Telecommunications Facilities shall not extend more than twenty (20) feet above the maximum height of the Antenna Support Structure;

(2) The Antenna Support Structure and Telecommunications Facilities comply with the current building code as adopted by the city, as may be amended from time to time; and

(3) Any Telecommunications Facilities and their appurtenances located upon the roof of an Antenna Support Structure, are set back at least one (1) foot from the edge of the roof of the Antenna Support Structure. However, this Setback requirement shall not apply to:

a. Telecommunications Facilities and their appurtenances located above the roof of an Antenna Support Structure if such facilities are appropriately screened from view through the use of panels, walls, Fences or other screening techniques approved by the City.

b. Camouflage antennas which are mounted to the exterior of Antenna Support Structures below the roof, but which do not protrude more than twenty-four (24) inches from the side of such an Antenna Support Structure.

(b) Telecommunications Facilities shall not be prohibited as described in subparagraph 19(a)(1 -3) where the Application is for a Class 1 Eligible Facilities Request, or where the applicant can demonstrate that denial of the Application would violate 47 U.S.C. § 332(c)(7)(B)(i)(I) or (II).

20. Existing Towers.

(a) An existing Tower may be modified, or demolished and rebuilt to accommodate collocation of additional Telecommunications Facilities as follows:

(1) No Person shall build, erect, or construct a Tower upon any plot of land unless required Building Permits and approvals have been obtained from the City.

(2) The total height of the modified Tower and Telecommunications Facilities attached thereto shall not exceed the current height of the Tower or the maximum height allowed under this section. Certification by a structural engineer shall be required to meet collocation standards.

(3) A Tower which is being rebuilt to accommodate the collocation of additional Telecommunications Facilities may be relocated on the same parcel subject to the Setback requirements of this section. However, if it is impossible for the Tower to be rebuilt in compliance with the Setback requirements of this section, such Setback requirement may be waived or modified as part of a site plan development variance by the Board of Adjustment to allow the Tower to be rebuilt in its exact previous location, or within a twenty-five-foot radius of the previous location.

21. Criteria for site plan development modifications.

(a) Upon Application as provided in this Chapter, the Board of Adjustment may grant approval of a site plan development variance if the Applicant demonstrates with written evidence that:

(1) The location, shape, appearance or nature of use of the proposed Tower will not substantially detract from the aesthetics of the area nor change the character of the neighborhood in which the Tower is proposed to be located; and

(2) The site plan development modification will not create any threat to the public health, safety or welfare.

(b) In addition to the requirements of subparagraph 21(a) of this subsection, in the following cases, the Applicant must also demonstrate with written evidence, the following:

(1) In the case of a requested modification to the Setback requirement, that the area of the parcel of land upon which the Tower is proposed to be located makes compliance with the Setback requirements impossible, and the only alternative for the Person is to locate the Tower at another site which poses a greater threat to the public health, safety or welfare or is closer in proximity to a residentially zoned land; and

(2) In the case of a requested modification of the height limit, that the modification is necessary to (i) facilitate collocation of Telecommunications Facilities in order to avoid construction of a new Tower; or (ii) meet the coverage requirements of the Applicant's wireless communications system, which requirements must be documented with written, technical evidence from an electrical engineer(s).

Sec. 64-4-10 Temporary Structures and Uses

A. General Provisions. This Section applies to the following Temporary Structures and Temporary Uses:

1. Temporary Above-Ground Storage Tanks

(a) Temporary Above-Ground Storage Tanks shall meet all applicable local, state and federal regulations, including Fire Codes.

(b) Temporary Above-Ground Storage Tanks with a capacity of ten thousand (10,000) gallons or more, other than those being used in connection with required environmental remediation, shall be located at least one thousand five hundred (1,500) feet from property used or zoned for residential purposes, schools and daycare facilities, parks, places of worship, and other uses and Structures which typically contain or attract large concentrations of people. This distance shall be measured from the tank to the nearest property line of the residential property, school/daycare, park, place of worship or other use.

(c) Temporary Above-Ground Storage Tanks with a capacity of ten thousand (10,000) gallons or more shall be double walled or shall be furnished with a secondary means of containment, such as a dike or catchment basin, sufficient to contain 125 percent of the capacity of the tank.

(d) Temporary Above-Ground Storage Tanks shall not be located on a site for more than one hundred eighty (180) days. The Director may grant one extension of up to one hundred eighty (180) days may be granted upon a showing of good cause.

2. Temporary Construction Laydown Yards

(a) Location.

(1) Temporary Construction Laydown Yards shall be located on the same site or adjoining site as the associated construction activity, except when the laydown yard is associated with the construction of public roads, water/sewer lines, electric transmission lines, telecommunication lines, or oil/gas pipelines.

(2) For a project site with physical constraints, staff may approve an alternative off-site location for a construction laydown yard.

(b) Criteria.

(1) The contractor shall return the site to its original condition prior to final inspection for the associated project.

(2) Site reclamation shall include site clean-up and/or revegetation with irrigation as necessary.

(3) A Land Disturbance Permit from City Engineering is required in association with this use. Disturbed areas must be vegetated with temporary ground cover within thirteen (13) days, or temporary erosion controls must be in place until vegetation is established.

(4) Temporary Construction Laydown Yards are permitted only during active construction. If constructions ceases for a period exceeding six (6) months, the Temporary Construction Laydown Yard will be returned to its original condition as outlined in (1)-(3) above.

3. Temporary Construction Offices and Office Trailers

(a) Temporary Construction Offices and Office Trailers may be established on the site of a properly permitted construction project,

provided the office is occupied only by representatives of the construction company(ies) conducting work on the construction site.

(b) Temporary Construction Offices and Office Trailers must comply with all applicable building code regulations, and all federal, state and local laws.

(c) Temporary Construction Offices and Office Trailers must comply with all applicable Building Setback requirements.

(d) If parking is provided, it may be an Alternative Parking Surface.

(e) The office must be removed within thirty (30) days of the completion of the project.

4. Garage or Yard Sales

(a) Garage or Yard Sales shall not exceed seventy two (72) hours in length, and may not occur on the same site or in the same location more than four (4) times in a calendar year.

(b) The Garage or Yard Sale shall not occupy any public property or right-of-way or obstruct the passage of pedestrians or vehicles on any public sidewalk or street.

(c) A permit is not required by this Chapter for Garage or Yard Sales.

5. Heavy Duty Commercial Vehicle Parking

(a) Heavy Duty Commercial Vehicles shall not be parked overnight on vacant commercial sites.

(b) Heavy Duty Commercial Vehicles shall not be parked overnight on commercial sites, except when the vehicle is associated with a business located at the site.

(c) This Section does not apply to temporary construction laydown yards or to properly permitted construction sites.

(d) Semi-trucks with or without trailers shall not park in residential districts, except when actively providing goods or services to a customer or client.

6. Portable Storage Units

(a) Generally:

(1) Temporary Portable Storage Units are allowed when associated with construction of Buildings or Structures with an active Building Permit, for the duration of construction activities.

(2) Temporary Portable Storage Units placed during any period of declared emergency by federal, state or local official action shall not be subject to this subsection.

(3) Temporary Portable Storage Units shall not be placed in any right-of-way without Engineering/Traffic Engineering approval, storm water facility/detention area, septic field, easement or on public property without City approval, and shall not create a Site obstruction for any vehicular or pedestrian traffic. Placement of Temporary Portable Storage Units shall comply with the "visibility at intersections" requirements set forth in Article 3;

(4) No mechanical, plumbing or electrical installations or connections shall be made to the Temporary Portable Storage Unit;

(5) Temporary Portable Storage Units shall not be used for the storage of flammable or Hazardous Substances, live animals or human habitation; and

(6) A Temporary Portable Storage Unit shall not be stacked on top of another structure.

(b) Residential sites: When not associated with construction of Buildings or Structures with an active Building Permit, Temporary Portable Storage Units are permitted in residential districts or as a temporary Accessory Use to a Dwelling Unit located in any district, subject to the following conditions:

(1) No more than one (1) Temporary Portable Storage Unit may be located on a single lot of record;

(2) The Temporary Portable Storage Unit shall meet with Setbacks of the Zoning District;

(3) The maximum size of a Temporary Portable Storage Unit shall not exceed four hundred (400) square feet of indoor storage;

(4) A Temporary Portable Storage Unit shall not be used as a permanent accessory structure; and

(5) A Temporary Portable Storage Unit shall not be placed on the lot more than sixty (60) days in a calendar year and no more than two (2) separate occasions in a single calendar year. The Director may grant extensions if there is an active building permit and active construction on site.

(c) Commercial/Mixed Use sites: When not associated with construction of Buildings or Structures with an active building permit, temporary portable storage units are permitted as a temporary accessory use to any non-residential use, subject to the following conditions:

(1) The Temporary Portable Storage Units shall be placed only on a paved area located behind a building;

(2) A Temporary Portable Storage Unit shall not be placed in required parking;

(3) A Temporary Portable Storage Unit shall not impair vehicle circulation;

(4) A Temporary Portable Storage Unit shall meet all Setbacks of the zoning district; and

(5) A Temporary Portable Storage Unit shall not be used as a permanent accessory structure.

(6) A Temporary Portable Storage Unit shall not be located on a site for more than one hundred (180) days. The Director may grant one extension of up to one hundred (180) days may be granted upon a showing of good cause.

7. Real Estate Sales Offices and Model Home Complexes

(a) Temporary real estate sales offices and model home complexes may be established on the site of a residential development.

(b) Temporary real estate sales offices may be established in a trailer or other mobile unit until a model home or unit is completed and ready for use. At that time, the temporary real estate sales office must relocate to the model home or unit.

(c) Temporary real estate sales offices must comply with all applicable Building Code regulations.

(d) Temporary real estate sales offices must comply with all applicable parking regulations of this Chapter.

(e) Temporary real estate sales offices may continue until the issuance of the final Certificate of Occupancy for the Development.

8. Seasonal Sales Activities and Special Events.

(a) Sales Activities and Events, including seasonal, are not regulated by the UDC. Please note, however, a Building Permit and Fire Permit may be required for use of tents at such events.

9. Temporary Residential Dwellings.

(a) Except as provided in this Section, Temporary Structures, incomplete buildings, automotive equipment, trailers, Recreational Vehicles, garages, and the like shall not be maintained or used for residential purposes.

(b) When an event renders a Single-Family Dwelling unfit for human habitation, or renovation renders the Single-Family Dwelling unfit for human habitation, the temporary use of a Manufactured Home or Recreational Vehicle located on the single-family lot during rehabilitation of the original residence or construction of a new residence is permitted subject to the following:

(1) The Manufactured Home or Recreational Vehicle shall comply with the Setbacks of the Zoning District.

(2) Water and sanitary facilities shall be provided.

(3) The Manufactured Home or Recreational Vehicle may be occupied for up to one (1) year during active construction. The Director may grant extensions if there is an active Building Permit and active construction on site.

(4) The Manufactured Home or Recreational Vehicle shall no longer be used for human habitation within fourteen (14) days of issuance of a Certificate of Occupancy for the new or rehabilitated Dwelling Unit, and disconnected from water and sanitary facilities.

Sec. 64-4-11 Utilities

A. Applicability. This Section applies to Electric Substations, Severe Weather Attenuation Tanks (SWAT), lift stations, pumping stations, intermediate treatment facilities and natural gas regulator stations.

B. Screening

1. Electric Substations, Severe Weather Attenuation Tanks (SWAT), lift stations, pumping stations, intermediate treatment facilities and natural gas regulator stations must be enclosed within an eight (8)-foot high Fence or wall.

2. When next to or across the street from residential uses, a solid masonry, wood or similar solid opaque, compatible material wall or Fence at least eight (8) feet high (measured from finished grade to the top of the wall or Fence) to obstruct view and noise.

Sec. 64-4-12 Car Wash

A. Washing Facilities. Shall be enclosed on at least two (2) sides and be covered by a roof.

B. B-2 and B-3 Districts. The site must be screened from the view of any adjacent street by a three (3) foot tall:

1. Evergreen hedge (at time of planting, and maintained); or

2. Landscaped berm; or

3. Privacy Fence.

C. Wastes. All wastewater shall be discharged into the sanitary sewer via a proper permit and inspection(s).

Sec. 64-4-13 Community Residences

A. Location of Community Residences

1. Family Community Residences.

(a) Family Community Residences that fit within the cap of the number of unrelated Persons for a "family" as defined by this Chapter are permitted as Conditional Uses requiring a Conditional Use Permit in the following districts: R-A, R-1, R-2, R-3, H-B, R-B, TB, B-1, LB-2, B-2, B-3, B-4 and MM.

(b) Family Community Residences occupied by five (5) to no more than ten (10) unrelated Persons are permitted as Conditional Uses requiring a Conditional Use Permit in the following districts: R-A, R-1, R-2, R-3, H-B, R-B, TB, B-1, LB-2, B-2, B-3, B-4 and MM, subject to the following:

(1) Shall not be located within one thousand (1,000) linear feet of an existing community residence measured property line to property line.

(c) Family Community Residences occupied by more than ten (10) unrelated Persons, or that are located less than one thousand (1,000) linear feet of an existing community residence measured property line to property line, are permitted as Conditional Uses requiring a Conditional Use Permit subject to the standards set forth in Section C below.

2. Transitional Community Residences.

(a) Transitional Community Residences that fit within the cap of the number of unrelated Persons for a “family” as defined by this Chapter are permitted as Conditional Uses requiring a Conditional Use Permit in the following districts: R-3, H-B, R-B, TB, B-1, LB-2, B-2, B-3, B-4 and MM.

(b) Transitional Community Residences occupied by five (5) to no more than ten (10) unrelated Persons are permitted as Conditional Uses requiring a Conditional Use Permit in the following districts: R-3, H-B, R-B, TB, B-1, LB-2, B-2, B-3, B-4 and MM, subject to the following:

(1) Shall not be located within one thousand (1,000) linear feet of an existing community residence measured property line to property line.

(c) Transitional Community Residences occupied by more than ten (10) unrelated Persons, or that are located less than one thousand (1,000) linear feet of an existing community residence measured property line to property line, are permitted as Conditional Uses requiring a Conditional Use Permit subject to the standards set forth in Section C below.

B. Application Form

1. A "Community Residence Application" form shall be required for all community residences with five (5) or more unrelated occupants.

2. The "Community Residence Application" form shall be obtained from and shall be returned to the Director or his/her designee prior to occupancy or construction of the proposed community residence to determine whether the proposed community residence is a permitted use.

C. Requirements for Granting a Conditional Use Permit

1. A Conditional Use Permit is required when:

(a) the proposed Community Residence would be located within one thousand (1,000) linear feet of an existing community residence; or

(b) the proposed Community Residence would have an occupancy of more than ten (10) unrelated Persons.

2. Purpose of Conditional Use Permitting..

(a) The purpose of this Section is to provide narrowly-tailored standards for determining whether to make the reasonable accommodation of granting a Conditional Use Permit to ensure that Community Residences will:

(1) Be located a sufficient distance from any existing Community Residences so that the proposed Community Residence neither lessens nor interferes with the normalization and community integration of the residents of existing community residences or combine with any existing Community Residences to contribute to the creation or intensification of a de facto social service district; and

(2) Operate as a functional family (also known as emulating a biological family) that fosters normalization and community integration of its residents.

3. Standards for granting a Conditional Use Permit.

(a) A Conditional Use Permit will be granted only if the proposed Community Residence meets the following standards:

(1) Locations - when the proposed Community Residence would be located within one thousand (1,000) linear feet of an existing Community Residence:

a. The Applicant demonstrates that the proposed Community Residence will not interfere with the normalization and community integration of the residents of any existing Community Residence(s) and that the presence of other Community Residence(s) will not interfere with the normalization and community integration of the residents of the proposed Community Residence; and,

b. The Applicant demonstrates that the proposed Community Residence in combination with any existing Community Residence(s) will not alter the residential character of the surrounding neighborhood by creating an institutional atmosphere or by creating or intensifying a de facto social service district by concentrating Community Residences on a block or in a neighborhood.

(2) Number of occupants – when the proposed Community Residence would have an occupancy greater than ten (10):

a. The Applicant demonstrates that the proposed Community Residence will be compatible with the residential uses allowed as of Right in the Zoning District;

b. When the proposed Community Residence would be located in a single-family zoning district, the Applicant demonstrates that the proposed Community Residence will not alter the residential stability of the single-family zoning district;

c. The Applicant specifies by how many individuals it wishes to exceed the as of right maximum of ten (10) residents and adequately demonstrates the financial and/or therapeutic need to house the proposed number of residents;

d. The primary function of the proposed Community Residence is residential where any treatment is merely incidental to the residential use of the property;

e. The Applicant demonstrates that it will ensure that the proposed Community Residence emulates a biological family and operates as a functional family rather than as an institution, boarding house, Nursing Home, short term rental, continuing care facility, Hotel/Motel, treatment center, rehabilitation center or a nonresidential use; and,

f. The Applicant demonstrates that the requested number of residents in the proposed Community Residence will not interfere with the normalization and community integration of the occupants of any existing Community Residence.

Sec. 64-4-14 Signs

A. Generally. All Signs must be in compliance with the provisions of the most recently adopted Building Code and National Electrical Code adopted by the City and listed and labeled by a national testing lab.

1. Sign inspection. It shall be responsibility of the Sign contractor to request all inspections in relation to the Sign construction and installation.

2. Height requirement. No Sign shall obstruct vision between a height of three (3) feet and eight (8) feet measured vertically from the Street level at the base of the Sign. In no case may a Sign exceeding ten (10) feet in height be located within eighteen (18) inches of the right-of-way or eight (8) feet from any side property line, if adjacent property is used as a single-family residence.

3. Abandoned Signs

(a) A Sign is abandoned when:

(1) The business the Sign advertises has closed;

(2) The property on which the Sign is located has been vacant or unoccupied for at least one hundred eighty (180) consecutive days; or

(3) The Sign pertains to a time, event or purpose which no longer applies.

(b) An Abandoned Sign is considered a violation of this Chapter and is prohibited. An Abandoned Sign, and its above-ground support structure (including any pole), shall be removed by the Owner or Person in charge of the Sign or the Owner of the property on which the Sign is located.

(c) When the Director finds that a Sign has been abandoned, the Director shall issue a Notice of Violation directing the Owner or Person in charge of the Sign or the Owner of the property on which the Sign is located to remove the Sign and its above-ground support structure (including any pole) within the time prescribed in the Notice of Violation.

(d) The Director shall not approve subsequent Sign permits until all Abandoned Signs on the property have been removed.

4. Sign maintenance. Any signs not meeting the following provisions shall be repaired or removed within thirty (30) days after receipt of notification by the inspection services department.

(a) The area around the sign shall be properly landscaped and maintained clear of brush, trees and other obstacles so as to make signs readily visible.

(b) All burned-out bulbs or damaged panels must be replaced.

(c) All sign copy shall be maintained securely to the face and all missing copy must be replaced.

5. Owner responsibility. It shall be the responsibility of the sign owner to maintain and insure conformance to the provisions of this article [section].

B. Political Campaign Signs. Signs announcing candidates seeking public office or relating to any election of public referendum shall be permitted in all districts subject to the following provisions:

1. Such signs are confined wholly to placement on private property.

2. Such signs are removed within seven (7) days after the election or referendum for which they were prepared has been decided.

3. Such signs do not exceed four (4) square feet per face in any residential area and thirty-two (32) square feet per face in commercially zoned areas and are not located within ten (10) feet of any street or public right-of-way.

4. The regulations of this section do not prohibit the purchase of advertising space on permitted billboard signs in addition to the signs permitted by this section.

C. Building Graphics. Drawings painted on buildings that contain no copy, symbols or other references to product or services shall not be considered signs and shall be exempt from the provisions of the article. Drawings painted on buildings that do contain copy, symbols or other references to products or services shall be considered wall signs and shall be subject to the regulations of the district in which they are located.

D. Signs in or over public right-of-way. Any sign which projects in or over a public right-of-way shall be attached to and shall not project more than twelve (12) inches from the front of the building and must be raised not less than nine (9) feet from finish grade level.

E. Grade level. In cases where signs are located below the grade of the road to which they are oriented (as declared by the sign Owner), sign height shall be measured from the grade of that street.

F. Removal. The City may cause any sign or other advertising structure which is an immediate hazard to Persons or property to be removed immediately in order to protect the health, safety and welfare of the citizens of the City.

G. Nonconforming Signs

1. Allowance for certain nonconforming signs. Subject to the conditions and amortization schedule hereinafter set forth, nonconforming signs may be continued in operation and maintenance after the effective date of this section, provided that nonconforming signs shall not be:

(a) Changed to or replaced with another nonconforming sign;

(b) Structurally altered so as to extend their useful life;

(c) Expanded;

(d) Relocated;

(e) Re-established after damage or destruction of more than seventy-five (75) percent of the value of the structure at the time of such damage or destruction; or

(f) Modified in any way that would increase the degree of nonconformity of such sign. This shall not prevent repairing or restoring to a safe condition any part of a sign or sign structure or normal maintenance operations performed on a sign or sign structure.

2. Annexed signs. Where signs have been made nonconforming due to annexation, such signs shall be removed or modified so as to conform according to the amortization schedules established herein, but the initiation date of the schedules shall be effective date of the annexation ordinance which brought the affected property into the City rather than that of this Section.

3. Removal of Signs

(a) Signs which constitute a public nuisance.

(1) The City may take action to require the immediate removal or repair of any Sign or Sign support structure which is in imminent danger of structural collapse endangering adjoining property, the public right of way, human life or the public safety, health or welfare.

(2) When the Director finds that any permitted Sign is in a bad state of repair, or is in danger of falling, or presents a hazard from electrical shock or fire or that is a danger to the public safety, health or welfare, the Director shall make an order directed to the Owner or Person in charge of said Sign or the property on which the Sign is located commanding its immediate removal or repair. Any orders issued by the Director shall be subject to an appeal to the Board of Adjustment in the same manner as other appeals are taken to the Board. The Board of Adjustment is empowered to hear said appeal and to make and enter an order directing the repair or maintenance of said Sign upon a finding

by the Board that the condition of the Sign is a public nuisance and a danger to the public safety, health or welfare.

(b) Illegal Signs

(1) Signs which are installed, erected, constructed or maintained in violation of the terms or requirements of this Chapter, or in violation of the terms or requirements of applicable building codes, shall be considered illegal Signs.

(2) Upon the determination by the Director that a Sign is an illegal Sign, the Director shall issue a Notice of Violation directing the Owner or Person in charge of the Sign or the property on which the Sign is located to:

a. Take the action necessary to make the Sign legal and conforming to the terms of this Chapter or any applicable building codes within the time prescribed in the Notice of Violation; or

b. Remove the illegal Sign within the time prescribed in the Notice of Violation.

(3) Failure to bring any illegal Sign into conformance with the terms and requirements of this Chapter, or to remove any illegal Sign after having been notified and ordered to do so, shall be considered a violation of this Chapter and shall be subject to the remedies and penalties provided by this Chapter.

H. Signs for which a permit is not required. A permit is not required for the following types of Signs which meet the criteria set out below, and such Signs shall not be considered in determining the allowable number or size or Signs on a lot.

1. Official notices issued by any court, public agency or officer.

2. Signs not exceeding one (1) square foot in area and bearing only property numbers, post office box numbers, names of occupants of premises or other identification of premises not having commercial connotations.

3. Flag and insignia of any government except when displayed in connection with commercial promotion.

4. Integral decorative or architectural features of buildings, except letters, trademarks, moving parts or moving lights.

5. Most indoor Signs are not required to have a Sign permit, however permanent mall corridor Signs must comply with the provisions of this ordinance. There shall be no limit upon the size, number, type or location of indoor Signs, other than those located in mall corridors.

6. Signs for which the predominant feature and purpose of such signage is to advertise the time and temperature or Signs for which the predominant feature and purpose of such signage is to advertise public service announcements.

7. Signs directing and guiding traffic services on private property but bearing no advertising matter and not exceeding twenty (20) square feet for each Sign, except in the cases of hospitals or health care facilities in which case each Sign shall not exceed forty (40) square feet.

8. Signs located on the inside of windows intended for the purpose of disseminating information about special sales or promotional campaigns, provided that such Signs are of a temporary nature, and are constructed of such materials and are of such a nature that clearly indicates that they are temporary.

9. Gasoline pump Signs. Shall be allowed on gasoline pumps so as to provide required information to the public such as "gallons," "price," "octane rating" and "type of fuel." As the tradename of the business is oftentimes incorporated into the name for the different types of fuel, said tradename

and any associated symbols shall be permitted on the pumps as flat Signs not to exceed three (3) square feet in area per Sign face and an aggregate area of six (6) square feet per pump.

10. Oil rack Signs. Since oil is marketed on the pump island, the identification Signs on the merchandise are visible and shall be permitted. Any additional Signs on the oil rack shall not exceed three (3) square feet per Sign face and an aggregate area of six (6) square feet per rack.

11. Pricing Signs. A Sign advertising only the price of gasoline, other than pump Signs, shall be permitted and shall not exceed twelve (12) square feet per Sign face and an aggregate area of twenty-four (24) square feet, nor shall it exceed five (5) feet in height, if freestanding. One (1) such Sign per on-premise frontage shall be allowed with a maximum of two (2) such Signs per premises. However, should such pricing Sign be attached to, or be a part of, a permanent freestanding Sign which identifies the premises, such Sign must then conform to the requirements of freestanding Signs in their respective categories.

12. Contractor's Signs and craftsmen's Signs which pertain to development or construction on the site on which they are located, and Signs offering real property for sale or lease on the property which is for sale or lease.

13. Essential Signs. Where it is necessary to warn or furnish the public, tenants and employees with information necessary to prevent property damage or ensure their health, welfare and safety, no limits shall be placed on the number and/or size. (i.e. Hard Hat Area, Low Area, Low Clearance, Fire Lane, Rail Crossing, etc.)

14. Temporary Signs. A temporary Sign, which shall include a mobile or portable Sign, may be allowed for no more than seven (7) days per location per six (6) months to advertise a special event or occurrence of a charitable or non-profit organization.

15. Moving vehicle signage.

(a) Signs on public transportation vehicles (vehicles owned and/or operated by a government sponsored or contracted agency, providing seating for ten (10) or more Persons). Signage shall include full vehicle wraps.

(b) Delivery vans, service or repair vehicles - when vehicle function is normal part of day to day activities of the business and is integral to business operation.

(c) Personal vehicles or vehicles on loan from dealerships/sales for use relating to special events and to include such events as bowl games, non-profit or service organization fund raisers, Bayfest, Junior Miss, etc. Signage shall not include full vehicle wraps.

(d) Taxi service - mounted on roof, maximum height of eighteen (18) inches above roof of vehicle.

(e) Personal Mobility Equipment (including wheelchairs, bicycles, Segways, walkers and other equipment as designated by the Director or her designee)—Maximum size thirty two (32) inches by thirty two (32) inches . Signage on Personal Mobility Equipment is limited to the Henry Aaron Loop.

(f) Prohibitions.

(1) Digital, electronic or moving/rotating Signs.

(2) Trailer Signs.

(3) Vehicles for which the sole or primary purpose is advertising - whether owned by the company or rented advertising space.

(4) Stationary vehicle with advertising (a delivery van, service or repair vehicle parked on private property within twenty-five (25) feet of a street) will be considered a prohibited Sign.

I. Prohibited Signs. The following Signs are unlawful and are prohibited in the City.

1. Signs imitating traffic or emergency signals. No Sign shall be permitted which imitates an official traffic Sign or signal, or contains words or symbols displayed in a manner which might mislead or confuse drivers of vehicles, or which displays intermittent lights resembling the color, size, shapes or order of lights customarily used in traffic signals, on emergency vehicles or on law enforcement vehicles, except as a part of a permitted private or public traffic control Sign.

2. Signs employing strobe type lights. No Sign shall be permitted which utilizes intense flashing lights, spot lights, flood lights, flashing or blinking lights or any type of pulsating or moving light which may impair the vision, cause glare or otherwise interfere with any driver's operation of a motor vehicle. Computerized message Signs shall be allowed as long as said Signs comply with all requirements of this ordinance.

3. Signs employing confusing motion. No Sign shall be permitted which employs motion in such a manner as to obstruct or interfere with a driver's view of approaching, merging or intersecting traffic, or a traffic signal, device or Sign, or which would otherwise interfere with a driver's operation of a motor vehicle.

4. Sign lighting which is incompatible with residential character. No Sign shall be illuminated in such a way that it casts intense illumination onto any residential premises located in any residential district in a manner which by intensity, duration, location or other characteristic is incompatible with the residential character of the district into which such illumination is cast.

5. Roof-mounted Signs. Such Signs are prohibited to the extent that any portion of the Sign extends above the facade of the building.

6. Portable trailer Signs.

7. Anchored flying paraphernalia.

8. Signs of any kind attached to public utility poles.

9. Any trailer Sign with copy being towed or transported.

10. Bus bench Signs.

11. Signs which are not clean and in good repair.

12. Signs that are not securely fixed on a substantial structure.

13. Signs which attempt or appear to attempt to regulate, warn or direct the movement of traffic or which interfere with, imitate or resemble any official traffic Sign, signal or device.

14. Signs which are erected or maintained upon trees or painted or drawn upon rocks or other natural features.

15. Signs that prevent free ingress or egress from any door, window or fire escape, or that are attached to a standpipe or escape.

16. Stacked off-premise Signs.

17. Wind activated Signs, as defined in section 64-11.1.1 are prohibited.

J. Signs in Historic Districts and along Government Street

1. Purposes. The purposes of this subsection are: to encourage the effective use of Signs as a means of communication, to protect the City's Historic Districts and historic structures; to maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth; and to enable the fair and consistent enforcement of these Sign regulations.

2. Applicability effect. A Sign may be erected, placed, established, painted, created or maintained within any Historic District, or the properties along Government Street from Water Street to the intersection of Government Street and Dauphin Island Parkway or on a building site with any portion thereof located in a Historic District, only in conformance with the standards, procedures, exemptions, and other requirements of this section. If any standard or regulation adopted pursuant to this section differs or conflicts with the standards prescribed by any other law, the most restrictive standard shall apply.

3. Review board procedure.

(a) Application. Applications shall be on forms prescribed by the review board and contain such information required by the board, including, but not limited to:

(1) Sign Owner's name, address and telephone number; name, address and telephone number of builder or erector of Sign; address and location of the Sign;

(2) A Site plan showing the location and size of all existing Signs, buildings, structures and Streets; dimensions of the proposed Sign; a photograph of the proposed Sign location; and

(3) A sketch or plan showing color scheme, lettering or graphic style, lighting, material and proportions.

(b) Certificate of Appropriateness required. Except for sandwich board Signs that comply with chapter 64-11, section 8.c.(6) of the Mobile City Code, no Sign may be placed, constructed, erected, painted, created, maintained or modified within a Historic District, or on a building site with any portion thereof located in a Historic District, unless the Owner of the lot shall first secure a Certificate of Appropriateness from the ARB. Obtaining a Certificate of

Appropriateness does not exempt the Owner from any other requirement of law, including obtaining a Sign permit.

(c) Authority. The review board shall have the authority to adopt such rules and regulations consistent with law to carry out its duties under this chapter. In exercising this authority, the review board shall consider:

(1) The location of the Signs (site plan), including size, mounting, placement, height, materials and illumination;

(2) The impact of the Sign in relation to the building; and

(3) The overall relationship of the Sign to the district in which it is located or to be located. The rules or regulations adopted pursuant to this shall be kept on file in the office of the MHDC, or its successor, and shall be made available to all Applicants.

(d) Findings. Before granting a Certificate of Appropriateness for any Sign to be located in a Historic District, the review board shall find that the granting of the certificate will not:

(1) Materially impair the architectural or historic value of the building; and

(2) Will not materially impair the character of the Historic District.

(e) Form of decision. All decisions of the review board shall be in writing and shall set forth its findings, decision and reasons therefore. The board shall also identify for the Applicant such changes the review board requires before the Application will be eligible for reconsideration.

(f) Appeals.

(1) Any Person aggrieved by a decision of the Review Board may, within fifteen (15) days thereafter, appeal such decision to the Board of Adjustment. Written notice of appeal shall be filed with the Review Board specifying the decision from which such appeal is taken and stating the reasons for the appeal. Upon receiving notice of appeal, the review board shall transmit to the Board of Adjustment a certified copy of the proceedings in the case.

(2) The appeal proceedings before the Board of Adjustment shall be in accordance with Alabama Code, section 11-52-80 (1975), as amended.

4. Permissible Signs in Historic Districts. The following Signs are permitted in Historic Districts provided they comply with all of the requirements stated in this chapter. In calculating the maximum allowable signage for all Signs, except for banners and sandwich board Signs, no Sign shall exceed one and one-half (1½) square feet per linear foot of the primary building wall, for a maximum of sixty-four (64) square feet per tenant. All sides of projecting, monument or freestanding Signs containing a commercial message shall be included.

(a) Awning Signs;

(b) Banners. Banners that comply with section 64-11 of the City Code, as amended;

(c) Canopy Signs. Maximum copy size shall not exceed that allowed for wall Sign;

(d) Changeable copy Signs;

(e) Freestanding Signs. No portion of a freestanding Sign shall exceed eight (8) feet in height;

(f) Marquee Signs;

(g) Menu board Signs. Maximum size shall not exceed twenty-five (25) square feet;

(h) Monument Signs. No portion of a monument Sign shall exceed six (6) feet in height; and monument Signs may be allowed up to a maximum of fifty (50) square feet;

(i) Projecting Signs. Limited to a maximum of forty (40) square feet; no Sign shall extend five (5) feet beyond the building wall; Signs may project into the right-of-way a maximum of two-thirds (2/3) of the distance to the roadway, but no Sign may project five (5) feet from the building wall and no Sign shall be closer than two (2) feet to a roadway; and minimum height to bottom of Sign shall be eight (8) feet;

(j) Suspended Signs;

(k) Wall Signs, thirty (30) percent of usable wall area maximum; and

(l) Window Signs, twenty (20) percent of window area maximum.

5. Signs prohibited under this section. The following Signs are prohibited in Historic Districts:

(a) Animated Signs;

(b) Beacons;

(c) Inflatable Signs and tethered balloons;

(d) Off-premise Signs;

(e) Pennants;

(f) Portable Signs;

(g) Roof Signs;

(h) Temporary Signs; and

(i) All other Signs prohibited this Chapter.

6. Signs exempt from regulation under this section. The following Signs shall be exempt from regulation under this Section:

(a) Any public notice or warning, to be displayed on any lot or structure within a Historic District, required by a valid and applicable federal, state or local law, regulation or ordinance;

(b) Any Sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the lot line of the building site or parcel on which such Sign is located;

(c) Works of art;

(d) Traffic control Signs on private property;

(e) Building markers;

(f) Construction Signs;

(g) Flags;

(h) Historic markers;

(i) Incidental Signs;

(j) Political campaign Signs; and

(k) Real estate Signs.

K. Standards by use

1. General: All Setbacks are measured from any property line and outside of all sight visibility triangles.

2. Permits are required for all allowed Signs and must conform to the following criteria:

(a) Single-family subdivision identification Signs. Signs that identify the name of a single-family residential subdivision, located at any street entrance to the subdivision, shall be erected as follows:

(1) Permitted number: Two (2) monument Signs per entrance.

(2) Maximum size, height, Setback: Thirty-five (35) square feet per side; ten (10) feet high on private property.

(b) Multi-family complex Signs. Signs that identify the name and/or address of an apartment, townhouse, condominium or other multi-family residential complex, located at any Street or private drive entrance to the complex, shall be erected as follows:

(1) Permitted number: Two (2) monuments or one (1) pole per main entrance, not to exceed two (2) per complex.

(2) Maximum size, height, Setback:

a. Monument Sign: Twenty-five (25) square feet per side; ten (10) square feet high.

b. Pole Sign: Twenty-five (25) square feet per side; fifteen (15) feet high.

(c) Home occupation Signs. One (1) non-illuminated Sign shall be permitted for each home occupation provided that the display surface area of such Sign does not exceed one (1) square foot in area and that such Sign is mounted flat against the wall of the dwelling in which such home occupation is conducted.

(d) Accessory management or rental office Signs. Signs that identify an accessory management or rental office shall be erected as follows:

(1) Permitted number: One (1) wall Sign.

(2) Maximum size: Twenty-five (25) square feet; located below the roofline.

(e) Signs in T-B districts. Single establishments on single-building sites. Single establishments may erect one (1) monument Sign and one (1) wall, awning, canopy, marquee or projecting Sign.

(1) Wall, awning or canopy: Ten (10) percent usable wall area, one hundred (100) square feet maximum, not above roofline.

(2) Monument: One (1) square foot per two (2) linear feet of street frontage, seventy-five (75) square feet display area per side maximum not to exceed five (5) feet in height.

(3) Marquee: Ten (10) percent usable wall area, seventy-five (75) square feet maximum; not above roofline.

(4) Projecting: One-half (½) foot per linear foot of building frontage, forty (40) square-feet maximum, not above roofline.

(f) Signs in T-B districts. Multiple establishments on a single building site. Multiple establishments on single building site may erect one (1) monument Sign per site and one (1) wall, awning, canopy, marquee or projecting Sign per tenant space.

(1) Wall, awning or canopy: Ten (10) percent usable wall area, one hundred (100) square feet maximum, not above roofline.

(2) Monument: One (1) square foot per two (2) linear feet of street frontage, seventy-five (75) square feet display area per side maximum not to exceed five (5) feet in height.

(3) Marquee: Ten (10) percent usable wall area, seventy-five (75) square feet maximum; not above roofline.

(4) Projecting: One-half (½) foot per linear foot of building frontage, forty (40) square-feet maximum, not above roofline.

(g) Commercial and industrial districts. Permits are required for all allowed Signs and must conform to the following criteria:

(1) Minimum Setbacks. All Signs and Sign structures must be located at least eighteen (18) inches from right-of-way or ten (10) feet from any side property line if adjacent to property zoned R-1, single-family residential, or R-2, two-family residential.

(2) Building sites with one (1) establishment. Any establishment located on a building site with one (1) establishment may erect Signs as follows:

a. Permitted number: Maximum of three (3) Signs, but in no case shall two (2) freestanding Signs be allowed on the same building site.

b. Types: Wall, awning, canopy, marquee, projecting, freestanding, monument and window.

c. Maximum size and height:

1. Wall, awning or canopy: Thirty (30) percent usable wall area, three hundred fifty (350) square feet maximum, not above roofline.

2. Freestanding and monument: One (1) square foot per linear foot of street frontage, two hundred (200) square feet display area per side maximum and a maximum height of thirty-five (35) feet.

3. Marquee: Thirty (30) percent usable wall area, two hundred (200) square feet maximum; not above roofline.

4. Projecting: One (1) per linear foot of building frontage, one hundred twenty-five (125) square feet maximum, no more than five (5) feet above parapet.

5. Window: Twenty (20) percent of window area and a maximum of two hundred (200) square feet.

6. Menu board: One (1) Drive-Thru menu/order board per Drive-Thru lane, with a maximum of forty-eight (48) square feet each. Must be located a minimum of twenty-five (25) feet from any residential property line; and must conform to the following standards for maximum volume (documentation from manufacturer required with permit Application for menu board Sign).

Table 64-4-15.1 Menu Board Speaker Volume

Distance from the Speaker (Feet)	SPL (dBA)
1 foot	84 dBA
2 feet	78 dBA
4 feet	72 dBA
8 feet	66 dBA
16 feet	60 dBA
32 feet	54 dBA

7. High rise Sign: Two hundred (200) square feet display area per side and a maximum height restriction of one hundred (100) feet for any business with a property

line that is within one thousand (1,000) feet of the center line of interstate highway I-65 and I-10.

(h) Multiple establishments on single building site. Multiple establishments on single building sites may erect one (1) monument Sign with a maximum size of seventy-five (75) square feet per side and height of five (5) feet or one (1) freestanding Sign with a maximum size of three hundred fifty (350) square feet per face and height of fifty (50) feet. In addition, each establishment located on a single building site with two (2) or more establishments may erect one (1) Sign as follows:

(1) Permitted type: Wall, projecting, awning, canopy or marquee.

(2) Maximum size:

a. Each tenant shall be allowed one (1) wall Sign per street frontage that it faces not to exceed thirty (30) percent of usable wall area not to exceed three hundred fifty (350) square feet.

b. Freestanding: No more than three (3) freestanding Signs shall be permitted for each development. If the linear feet of street front of the development is one (1) through six hundred (600) feet, then one (1) freestanding Sign shall be allowed; if the linear feet of street front of the development is six hundred one (601) through one thousand two hundred (1,200) feet, then two (2) freestanding Signs shall be allowed; and, if the linear feet of street front of the development is more than one thousand two hundred one (1,201) feet, then three (3) freestanding Signs shall be allowed. The total area of signage which shall be allowed shall be no greater than one (1) square foot of display surface area for each linear foot of street front, and this

area may be apportioned in any manner between the freestanding Signs, notwithstanding the above, each Sign shall be permitted a maximum display surface area of three hundred fifty (350) square feet per side, with a maximum height of fifty (50) feet.

1. Where two (2) or more tenants own adjoining parcels and the intent is not to function as a single center, Signs shall be governed by the district in which they are located.

2. Group developments shall be permitted to vary their allocated Signage by the fashions listed below with prior approval of the zoning and subdivision administration staff. Any single or combination action of the alternatives may not exceed the total allocation of a development without a variance from the Board of Adjustment.

c. Group developments are permitted to increase the maximum display area by reducing the number of allotted Signs and combining display area. The maximum display surface for two (2) such Signs shall be seven hundred (700) square feet. The maximum display for a single Sign shall be one thousand, fifty (1,050) square feet.

d. Where a group development exists on a corner location and functions as a single center, the total display surface area may be apportioned on the various Streets.

e. Menu board: One (1) Drive-Thru menu/order board per Drive-Thru lane, with a maximum of forty-eight (48) square feet each. Must be located a minimum of twenty-five (25) feet from any residential property line; and must

conform to the following standards for maximum volume (documentation from manufacturer required with permit Application for menu board Sign).

Table 64-4-15.2 Menu Board Speaker Volume

Distance from the Speaker (Feet)	SPL (dBA)
1 foot	84 dBA
2 feet	78 dBA
4 feet	72 dBA
8 feet	66 dBA
16 feet	60 dBA
32 feet	54 dBA

L. Off-Premise Advertising

1. Moratorium. Outdoor off-premise advertising structures shall not be allowed in any of the City's officially designated Historic Districts as reflected on the maps maintained by the City Historic Development Commission, in any area placed on the National Register of Historic Places, along Water Street from Broad-Beauregard Street on the North to the intersection of Water Street and Canal Street on the South, and on Government Street from the Mobile River to Dauphin Island Parkway. Such Signs shall be removed within forty-five (45) days of the enactment of this ordinance.

2. No outdoor off-premise advertising structure shall be constructed or erected after the date of the enactment of this ordinance except for Signs conforming to all of the following provisions:

(a) Replacement of an outdoor off-premise advertising structure for an existing outdoor off-premise advertising structure in B-2, B-3, B-5, I-1 and I-2 zoning districts will be permitted subject to compliance with all other provisions of this ordinance. V-type or back to back Signs shall be considered as one (1) Sign.

(b) In the event of a natural disaster, replacement of an outdoor off-premise advertising structure with damage not exceeding seventy-five (75) percent of the Sign's total value will be permitted in B-2, B-3, B-5, I-1 and I-2 districts subject to compliance with all other provisions of this ordinance.

(c) In a B-2 zoning district no outdoor off-premise advertising structure shall be constructed or erected after the date of the enactment of this ordinance, except to the extent that such outdoor off-premise advertising structure replaces an existing outdoor off-premise advertising structure in a B-2 district and otherwise complies with the provisions of this ordinance.

3. Location and spacing.

(a) Outdoor off-premise advertising structures shall be permitted by Right in B-2, B-3, B-5, I-1 and I-2 zoning districts as those districts are defined in the zoning ordinance of the City of Mobile, as the same may be amended from time to time.

(b) No outdoor off-premise advertising structure shall be constructed within five hundred (500) feet of a residential property line (R-1, R-2, R-3).

(c) On all interstate highways, streets and all other highways, no outdoor off-premise advertising structure shall be located within one thousand (1,000) feet measured along one side of the street from any other outdoor off-premise advertising structure.

(d) No Sign shall be located in such a manner as to obscure, or otherwise physically interfere with the effectiveness of an official traffic Sign, signal or device, or obstruct or physically interfere with a driver's view of approaching intersecting traffic.

(e) All outdoor off-premise advertising structures will be inspected by an official designated by the Director.

4. Lighting.

(a) No revolving or rotating beam or beacon of light that simulates any emergency light device shall be permitted as part of any private or commercial Sign. Flashing or blinking devices shall not be permitted upon a Sign; however, illuminated Signs which indicate customary public information only such as time, date, temperature or other similar information shall be permitted.

(b) External lighting such as flood lights, thin line goose-neck reflectors are permitted provided the light source is directed on the face of the Sign and is effectively shielded so as to prevent beams or rays of light from being directed onto any portion of the traveled way so as to cause glare or limit vision.

(c) The illumination of any Sign within a five hundred (500) foot radius of a residential boundary line shall be diffused or indirect in design to prevent direct rays of light from shining into adjoining residential districts, including but not limited to single-family or multi-family zoning districts or uses.

5. Height and size.

(a) The minimum distance from the base of the Sign face to the ground shall measure no less than (10) feet. The maximum height of an off-premise advertising structure shall not exceed thirty-five (35) feet overall height as measured from the base of the Sign signature to its highest point.

(b) The maximum area of a Sign face shall be three hundred (300) square feet. No cutouts shall be allowed.

6. Digital or electronic billboards allowed; conditions and requirements. The use of electronic or digital technology in off-premise Signs is permitted and allowed, subject to the following limitations and restrictions which are in addition to and intended to supplement all other applicable requirements:

(a) All off-premise electronic or digital Signs shall be programmed so that the message or image on the Sign changes no more often than once every eight (8) seconds.

(b) All off-premise electronic or digital Signs shall be programmed so that there are no effects of movement, blinking, animation, scrolling, flashing or similar effects in the individual images.

(c) All off-premise electronic or digital Signs shall be programmed so that the image will change instantaneously as seen by the human eye, and shall not use blinking, fading, rolling, shading, dissolving or similar effects as part of the change.

(d) All off-premise electronic or digital Signs shall be equipped with automatic level controls to reduce light levels at night and under cloudy and other darkened conditions, in accordance with the following:

(1) All such Signs shall have installed ambient light monitors, and shall at all times allow such monitors to automatically adjust the brightness level of the Sign based on ambient light conditions.

(2) The maximum brightness levels for such Signs shall not exceed five thousand (5,000) nits when measured from the Sign's face at its maximum brightness, during daylight hours.

(3) The maximum brightness levels for such Signs shall not exceed five hundred (500) nits when measured from the Sign's face at

its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

(4) Written certification from the Sign manufacturer must be provided at the time of Application for a building permit certifying that the light intensity of the Sign has been preset not to exceed the illumination levels established by this section, and that the preset intensity level is protected from end user manipulation by password protected software or other approved method.

(e) All off-premise electronic or digital Signs shall contain a default design that will freeze the device and message in one position with no more than a maximum illumination of five hundred (500) nits if a malfunction occurs.

(f) Any off-premise electronic or digital Sign that malfunctions, fails or ceases to operate in its usual or normal programmed manner, causing motion, movement, flashing or any similar effects, shall be restored to its normal operation conforming to the requirements of this section within twenty-four (24) hours.

(g) Existing conforming billboards and structures may be converted to accommodate electronic or digital technology, subject to compliance with all other provisions and requirements of this section. The conversion of any existing conforming billboard requires permitting from the City.

(h) Existing nonconforming billboards and structures may be converted to accommodate electronic or digital technology, subject to compliance with all other provisions and requirements of this section (including the minimum set back and spacing requirements applicable to electronic and digital Signs that are set forth in paragraphs I and J below), and provided that such structures are

structurally able and capable of supporting the conversion. The conversion of any existing nonconforming billboard requires permitting from the City.

(i) The minimum spacing between electronic or digital Signs facing the same direction of travel, or that are otherwise visible to the same direction of travel, shall be three thousand (3,000) linear feet measured radially.

(j) No off-premise electronic or digital Sign shall be located less than five hundred (500) linear feet from a residential (R-1, R-2, or R-3) property line.

(k) For each off-premise electronic or digital billboard erected or constructed after the effective date of this section, or for each existing billboard that is converted to electronic or digital technology after the effective date of this section, the permittee shall remove three (3) existing Sign faces from nonconforming Signs owned by the permittee or any subsidiary, parent or other company affiliated with the permittee within six (6) months of the issuance of the Sign permit. The permittee shall make written certification to the Director no later than six (6) months following the issuance of the permit identifying the location of the Sign faces that were removed and the date of their removal.

(l) No electronic or digital or video display message shall be mounted, affixed or attached to any vehicle, motor vehicle or trailer operated, maneuvered or towed on or upon any street, avenue, alley, road or right-of-way within the corporate limits of the City. This prohibition shall include vehicles, motor vehicles or trailers designed, built or used specifically for and as mobile advertising billboards. Any Person operating or using a vehicle, motor vehicle or trailer in violation of this section shall be subject to the issuance of a municipal offense ticket and punishment in the same manner and in accordance with

the schedule of fines and other procedures set out in chapter 1, Mobile City Code.

M. Banners. A banner may be permitted for a business, institution or organization to announce a special sale, offering or function subject to the following criteria:

1. Banners shall be affixed to the existing building and attached to rigid frame material, or hung with tension devices to maintain tautness and flexibility. Banners shall be maintained in such a way as to avoid fading, cracking and fraying, and to maintain tautness.

2. Permitting shall be limited to one (1) on-premise banner per business, and one (1) banner per occurrence of a special sale, offering, or function. A maximum of three (3) occurrences per year may be permitted.

3. Maximum banner size shall not exceed thirty-two (32) square feet.

4. Display of a permitted banner shall be limited to a maximum of thirty (30) consecutive days per occurrence from the date of permitting; a maximum of three (3) occurrences per annum, not to run consecutively.

5. Placement of a banner shall meet all of the requirements of the zoning ordinance.

N. Sandwich Board Signs. Sandwich board Signs are permitted within the Corporate Limits of the City of Mobile as follows:

1. Sandwich board shall be in front of the business location for which it is permitted; exact location to be approved by the Department, Planning Section, and shall not obstruct pedestrian ways or reduce them to less than four (4) feet in width. Approval by Traffic Engineering, Engineering, Right-of-way, and/or Historic Development may also be required.

2. Each business shall be limited to a maximum of one (1) sandwich board Sign.

3. Sandwich board Signs (including frames) shall be no larger than twenty-four (24) inches in width and thirty-six (36) inches in height.

4. Illuminated sandwich board Signs are not permitted.

5. All sandwich board Signs shall be removed each day, before the close of the permit holder's business each day.

6. Before any permit provided for herein is issued, the Applicant must submit a hold harmless and release agreement satisfactory to the City.

7. Failure of the permittee to comply with any of these conditions shall result in the revocation of the permit and any display of the sandwich board Sign thereafter is prohibited.

O. Electronic or digital Signs; flashing Signs. Electronic or digital Signs, and flashing Signs, as defined in section 64-11.1.1 of this chapter, are prohibited unless they comply with the following conditions:

1. Electronic or digital Signs are allowed only in the following conditions:

   (a) Electronic or digital Signs are prohibited in the Historic Districts.

   (b) For the area shown as the "Springhill Boundary" as shown in the adopted "Blueprint for Springhill", electronic or digital Signs may only be placed on commercially zoned properties fronting the Interstate 65 Service Road or fronting streets of not less than four (4) through traffic lanes. A "through traffic lane" is defined as a lane comprising part of a street and intended for motor vehicle traffic. For a traffic lane to be considered a through traffic lane, it must continue for a distance of not less than one-quarter (¼) mile from the

designated point without merging into another traffic lane, requiring a turn onto another roadway, being marked as a turn lane or otherwise reaching a dead end. For the purposes of counting through traffic lanes, direction of travel does not impact the count (for example, one through traffic lane in each direction equals a total of two through traffic lanes).

(c) Only if Sign is placed a distance of not less than three hundred (300) feet from any residential zoned property. This distance shall be measured in a straight line, without regard to intervening structures or objects, from the proposed location of the Sign to the nearest property line of any residential zoned property.

(d) On-premise electronic message board or digital Signs may display animation and effects, so long as they do not flash or constitute a flashing Sign as defined in this chapter.

(e) All such Signs shall have installed ambient light monitors, and shall at all times allow such monitors to automatically adjust the brightness level of the Sign based on ambient light conditions.

(f) The maximum brightness levels for such Signs shall not exceed five thousand (5,000) nits when measured from the Sign's face at its maximum brightness, during daylight hours.

(g) The maximum brightness levels for such Signs shall not exceed five hundred (500) nits when measured from the Sign's face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

(h) Written certification from the Sign manufacturer must be provided at the time of Application for a Sign permit certifying that the light intensity of the Sign has the ability to be set to not to exceed the illumination levels established by this section, and that the intensity

level is protected from manipulation by password protected software or other approved method.

(i) All on-premise electronic message board or digital Signs shall contain a default design that will freeze the device and message in one position if a malfunction occurs.

(j) Existing conforming on-premise Signs may be converted to accommodate electronic message board or digital technology, subject to compliance with all other provisions and requirements of this chapter. The conversion of any existing conforming on-premise Sign requires permitting from the City.

2. Existing nonconforming on-premise Signs may be converted to accommodate electronic message board or digital technology, subject to compliance with all other provisions and requirements of this chapter. The conversion of any existing nonconforming on-premise Sign requires permitting from the City.

3. No on-premise electronic message board or digital Sign shall advertise for any off-premise business, service, merchandise or function. This provision shall not be construed as prohibiting the advertising of any noncommercial event or activity located off of the premises on which the Sign is placed.

4. The provisions of this section shall apply to electronic or digital Signs, and flashing Signs, whether interior or exterior, if such signage is visible from any location off of the private property.

5. These restrictions do not apply to traffic or other public notification signage installed, maintained or directed by governmental agencies.

Chapter 64 Unified Development Code

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Article 5 Procedures

Sec. 64-5-1 General Procedural Requirements

A. Generally. This Article establishes rules and procedures for specific land use decisions under the jurisdiction of the Planning Commission, Board of Adjustment, the City Council and Administrative decisions; including procedures for pre-application, neighborhood notification, notices and public hearings. See Appendix A for additional procedural requirements that may apply to Developments within the Downtown Development District.

B. Permits and Licenses. If a use is subject to the provisions of this Chapter, no permit, license or other document of approval shall be issued by any City department, agency or board until the Director certifies that it complies with this Chapter.

C. Failure to Provide Notice. The failure of the City of Mobile to provide any notice not otherwise required under State law does not affect the validity of any action undertaken pursuant to this Chapter, and no person may challenge an action for lack of notice where the City has complied with the applicable state law governing notice.

D. Concurrent Applications. All Applications related to the same site are to be filed and heard concurrently.

Sec. 64-5-2 Filing Applications

A. General Requirements

1. Applications filed under this Chapter must include the information required by Article 10 and be made on forms prepared by the Director.
2. The Council shall establish fees for all Applications required in this Chapter and all fees shall be paid at the time of Application submission.

B. Completeness Review

1. All Applications will first be reviewed for completeness. If the Application is not complete, the Applicant will be notified of those parts of the Application that are incomplete.
2. An Application is not considered complete until all required items are submitted.
3. The time period to process an Application does not commence until the Applicant has corrected any deficiencies in the Application and the Application is determined to be complete.
4. Review of Applications for completeness is solely to determine whether preliminary information required for submission is sufficient to allow further processing. It does not constitute a decision as to whether an Application complies with this Chapter.
5. Incomplete Applications will not be processed.

Sec. 64-5-3 Pre-Application

A. Applicability

1. This Section applies to any of the following Applications:

   (a) Rezoning; or
   (b) Conditional Use Permit; or
   (c) Planned Development.

2. A Pre-Application meeting may be:

   (a) Requested by the Applicant; or

(b) Required by the Director if the Applicant has insufficient familiarity with the approval process; or

(c) Scheduled if the Application process would be best served due to the technical aspects, scope or complexity of the proposed project.

B. Timing

1. If the Application requires a Neighborhood Meeting (see Sec. 64-5-4 below), the Pre-Application meeting shall occur at least 14 days before the Neighborhood Meeting is scheduled; or

2. If a Neighborhood Meeting is not required, the Pre-Application meeting shall occur within 180 days prior to filing the Application.

C. Conduct of Pre-Application Meeting

1. The Applicant and Director shall meet at the Planning Department offices or as otherwise agreed.

2. The Applicant shall provide a brief overview of the project, including proposed location, uses, densities, project layout and design features.

3. The Pre-Application meeting shall include the following:

(a) A discussion of technical studies, plans and other information deemed relevant to the specific Application request;

(b) Discussion of the anticipated level of citizen interest;

(c) Identification of neighborhood notification and Neighborhood Meeting requirements, if applicable; and

(d) A discussion of the general project consistency with the Comprehensive Plan.

4. The Director will provide information and comments at the Pre-Application meeting but will not take formal action on the Application.

5. The Applicant's and Director's comments are for purposes of information only and are not binding on either the City or the Applicant.

Sec. 64-5-4 Neighborhood Meetings

A. Applicability

1. Applications**.** This Section applies to any of the following Applications:

(a) Any Rezoning to a higher classification;
(b) Any Application to create or modify a Planned Development; or
(c) Any Conditional Use Permit.

B. Timing. The Applicant shall facilitate at its sole cost and expense at least one Neighborhood Meeting as follows:

1. Applicants are encouraged to hold the required Neighborhood Meeting prior to the submission of the Application, but the meeting shall be held no more than 60 days prior to the Planning Commission hearing date.
2. If the Neighborhood Meeting has not been held prior to the submission of the Application, then it shall be held no less than twenty-one (21) days prior to the Planning Commission hearing date.

C. Notice

1. Signs

(a) The Applicant will provide and place at least one (1) weatherproof sign on the property at a location that is visible from the public right-of-way and no more than ten (10) feet from the front street line of the project site. Minimum height for letters and numbers is four 4 inches for uppercase and three (3) inches for lowercase letters.
(b) The sign shall contain the following information:

(1) Type of Application (Rezoning, Conditional Use, Planned Development);
(2) Applicant or Agent's valid phone number; and

(3) the time, date and location of the Neighborhood Meeting.

(c) Posting of multiple signs on the property may be required based on the configuration of the site and the total linear feet of street frontage abutting the development site, as follows:

(1) Corner lots shall include at least one (1) sign posted along each street abutting the project site.

(2) Project sites with continuous frontage abutting existing Streets shall post signs at a ratio of one (1) additional sign per four hundred (400) linear feet of street frontage.

(d) The Applicant shall, at its sole cost and expense:

(1) Install the signs no more than thirty (30) calendar days before, and no later than ten (10) calendar days before, the proposed Neighborhood Meeting.

(2) Remove the sign(s) within three (3) working days after the Neighborhood Meeting.

2. Postal notification. The Applicant shall mail notice of the Neighborhood Meeting, as required for the corresponding Application, fifteen (15) days prior to the Neighborhood Meeting.

D. Proceedings of Neighborhood Meeting

1. At the Neighborhood Meeting the Applicant shall provide a complete overview of the proposed Application, including a project description and a complete explanation and details of the proposed Development which are sufficient for residents to gain an understanding of the specific Application.

(a) For Conditional Use Permits and Planned Developments, a site plan and building elevations shall also be provided.

2. The meeting shall be held on weekdays, between the hours of 4:00 P.M. and 8:00 P.M.
3. Meetings must be held in a public or institutional building such as a school, library, community center or similar facility, which will accommodate the anticipated attendance and be located near the proposed site.

E. Neighborhood Meeting Documentation

1. After the Neighborhood Meeting, the Applicant shall prepare the following summary material as exhibits to the Application:

   (a) Dated photograph(s) of the posted sign(s);
   (b) The verified address list of surrounding property owners to whom notification was provided;
   (c) The date and location of the meeting;
   (d) A sign-in sheet documenting meeting attendance;
   (e) Written summary or minutes of the meeting;
   (f) Copies of any site plans, building elevations or other documents provided or referenced at the meeting.

2. The Neighborhood Meeting documentation, signed by the Applicant, will become part of the Application. The written summary or minutes of the Neighborhood Meeting will be posted on the Planning Commission's website and provided along with the staff report to the Planning Commission.
3. If at the time of Application the Neighborhood Meeting has not occurred, then the Application shall include the following:

   (a) Statement of the date, time and location where the Neighborhood meeting will occur; and
   (b) A list of all property owners receiving notice.

4. If at the time of Application the Neighborhood Meeting has not occurred, complete Neighborhood Meeting documentation must be submitted no later than 15 days prior to the Planning Commission hearing date.

   (a) Failure to submit required Neighborhood Meeting documentation within the prescribed time period will result in an automatic holdover of the Application(s).

   (b) Holdovers due to failure to submit required documentation will be charged an amount equal to the initial Application fee, including postage.

   (c) Any material changes to the Application(s) and associated required plans and documents will result in an automatic holdover. Holdovers will be charged an amount equal to the initial Application fee, including postage.

5. An Application subject to the requirements of this Section will not be considered complete unless the above requirements are met and the required documentation is timely submitted.

Sec. 64-5-5 Rezonings and Text Amendments

A. Applicability. This Section applies to any Rezoning or text amendment, defined as follows:

1. Rezoning. Any amendment by Ordinance to the Zoning Map or any requirements or restrictions imposed as a condition of a previous Rezoning.
2. Text Amendment. Any amendment by Ordinance to the regulations or standards established in this Chapter.

B. Initiation

1. A Rezoning may be initiated by:

(a) The City Council on its own motion;

(b) The Planning Commission on its own motion; or

(c) The property Owner, or any authorized agent of the property Owner, by filing a written Application with the Director.

2. A Text Amendment or the Creation or Amendment of a Specific Area Plan (regulating plans, Neighborhood Plans and overlay districts) may be initiated by:

(a) The City Council on its own motion;

(b) The Planning Commission on its own motion; or

(c) A citizen, neighborhood based/community action group/neighborhood that has developed a formalized plan and built neighborhood consensus, with the support of their City Council representative; said plan to consist of design standards, use regulations and corresponding zoning districts.

C. Notice

1. The following notice is required for a Rezoning, Text Amendment or the Creation or Amendment of a Specific Area Plan:

(a) Notice Format

Table 64-5-5.1 Type and Description of Notice--Rezoning and Text Amendments

Notice	When	Where / To Whom / Additional Requirements
Mail	15 days prior to hearing before the Planning Commission and the City Council	• Mailed notice to each owner of property which either abuts or lies within 300 feet of the property the subject of the Application. • Applicant to furnish names and addresses. • The Director or City Clerk as applicable, will mail the notices. • First Class mail is sufficient.
Sign	Posted 15 days prior to hearing before the Planning Commission	• Posted on subject Property. • All signs must be posted in visible locations.
Publication	15 days or 3 consecutive weeks prior to the hearing before the City Council	• Newspaper of general circulation in the City, per Code of Ala. § 11-52-77.

(b) The sign and mailing requirements above may be waived in whole or in part, when the proposed amendment is initiated by the City Council or the Planning Commission, and:

(1) The proposed amendment is a text amendment; or

(2) The proposed amendment would affect a general or substantial change in the districts set out on the Zoning Map.

(c) Notice shall be given:

(1) Before the Planning Commission Hearing:

a. Mail: Notice shall include the following information:

1. A synopsis of the proposal;
2. Time, date, and place of the public hearing or meeting;
3. A telephone number for the Planning Department; and
4. The Planning Department's website address (URL).

b. Sign: Posted by the City.

(2) Before the City Council Hearing:

a. Mail: Notice shall include the following information:

1. A synopsis of the proposal;
2. Time, date, and place of the public hearing or meeting;
3. A telephone number for the City Council Office; and
4. The City Council's website address (URL).

b. Publication in accordance with the requirements of Alabama Code Section 11-52-77.

D. Decision

1. Administrative Review. The Director shall transmit the Application with a report to the Planning Commission within forty-five (45) days after it is deemed complete.
2. Planning Commission Action

   (a) If an Application is withdrawn after notice for a public hearing has been sent, then the Planning Commission shall not consider the same or similar Application within a period of six (6) months.

   (b) An Application may receive a maximum one (1) holdover request and the Applicant shall be responsible for any costs incurred for re-notification of property owners.

   (c) Following the public hearing, the Planning Commission shall prepare a record of its proceedings and recommend that the Application be approved, approved with conditions, or denied. The Planning Commission recommendation shall be filed with the City Council within fifteen (15) days after the date of the public hearing.

3. City Council Action

   (a) The Council shall not take action on the Application until the Council receives the Planning Commission's final report and recommendation.

   (b) Within thirty (30) days of receipt of the Planning Commission's final report and recommendation, the City Council shall place the item on its agenda for the scheduling of a public hearing.

   (c) No amendment shall be enacted unless the City Council conducts a public hearing. The City Clerk shall notify the Applicant of the time and place of the public hearing and give public notice as required by this Chapter.

   (d) At the conclusion of the hearing, the City Council shall approve, approve with conditions or deny the amendment.

4. Conditions**.** A decision may:

(a) Attach appropriate conditions to mitigate the impacts of the proposed development, such as restrictions relative to the site plan and any future modifications, Setback requirements, and other restrictions appropriate to mitigate the impacts of the development; and

(b) Conditions fixed in amendments relating to rezoning, including voluntary use restrictions, shall run with the land in the area involved and bind Applicants for amendments, their heirs, successors and assigns, and be recorded in the Office of the Judge of Probate, by the Applicant, with a copy of the probated record provided to the Director.

E. Approval Criteria

1. This Chapter, including the zoning map, is based on comprehensive planning studies and is intended to carry out the objective of a sound, stable and desirable development. It is recognized that casual change or amendment to the Chapter would be detrimental to the achievement of that objective.

2. Changes to this Chapter are committed to the City Council's legislative discretion and should be consistent with the Comprehensive Plan.

3. An Application shall include a statement of the justification for the proposed amendment that addresses all of the following:

(a) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;

(b) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and

(c) Compatibility. Whether the proposed amendment is compatible with:

(1) The current development trends, if any, in the vicinity of the subject property;

(2) Surrounding land uses;

(3) Would adversely impact neighboring properties; or

(4) Cause a loss in property values.

(d) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;

(e) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and

(f) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.

4. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

F. Subsequent Rezoning Applications. The area or any portion thereof that is the subject of a proposed rezoning shall not be considered again by the Planning Commission or City Council for the same or similar Application or use for at least six (6) months from the date the Application was denied or the date of withdrawal if any of the following applies:

1. The Application has been recommended for denial by the Planning Commission;

2. The Application has been denied by the City Council;

3. The Application has been formally noticed for public hearing with the Planning Commission but is subsequently withdrawn; or

4. The Application has been formally noticed for public hearing with the City Council but is subsequently withdrawn.

G. Appeals. Appeal of any City Council action may be made to the Mobile County Circuit Court within forty-two (42) days of the date of the final Council action.

H. Recording and Recordkeeping

1. Restrictions and conditions concerning the permissible uses of the property shall be recorded in the Office of the Judge of Probate. A copy of the recorded document shall be provided to the Director. Any and all recording costs shall be borne by the Applicant.

2. Upon receipt of the recorded document, the Director shall revise the applicable map layers in the City of Mobile Geographic Information Systems (GIS) to conform to the approved rezoning.

Sec. 64-5-6 Conditional Use Permits

A. Applicability. This Section applies to any use designated as a Conditional Use in the applicable zoning district.

B. Initiation. A Conditional Use Permit application may be initiated by the property owner, or any authorized agent of the property owner, by filing a written Application with the Director.

C. Notice

1. The following notice is required for a Conditional Use Permit Application:

Table 64-5-6.1 Type and Description of Notice—Conditional Use Permit

Notice	When	Where / To Whom / Additional Requirements
Mail	15 days prior to hearing before the Planning Commission and the City Council	• Mailed notice to each owner of property which either abuts or lies within 300 feet of the property the subject of the Application. • Applicant to furnish names and addresses. • The Director or City Clerk as applicable, will mail the notices. • First Class mail is sufficient.
Sign	Posted 15 days prior to hearing before the Planning Commission	• Posted on subject Property. • All signs must be posted in visible locations.
Publication	15 days or 3 consecutive weeks prior to the hearing before the City Council	• Newspaper of general circulation in the City, per Code of Ala. § 11-52-77.

2. Notice shall be given:

(a) Before the Planning Commission Hearing:

(1) Mail: Notice shall include the following information:

a. A synopsis of the proposal;

b. Time, date and place of the public hearing or meeting;

c. A telephone number for the Planning Department; and

d. The Planning Department's website address (URL).

(2) Sign: Posted by the City.

(b) Before the City Council Hearing:

(1) Mail: Notice shall include the following information:

a. A synopsis of the proposal;

b. Time, date and place of the public hearing or meeting;

c. A telephone number for the City Council Office; and

d. The City Council's website address (URL).

(2) Publication in accordance with the requirements of Alabama Code Section 11-52-77, as may amended.

D. Decision

1. Administrative Review. The Director shall transmit the Application with a report to the Planning Commission within forty-five (45) days after it is deemed complete.
2. Planning Commission Action

   (a) If an Application is withdrawn after notice for a public hearing has been sent, then the Planning Commission will not consider the same or similar Application within a period of six (6) months.

   (b) An Application may receive a maximum one (1) holdover request and the Applicant shall be responsible for any costs incurred for re-notification of property owners.

   (c) Following the public hearing, the Planning Commission shall prepare a record of its proceedings and recommend that the Application be approved, approved with conditions, or denied. The Planning Commission recommendation shall be filed with the City Council within fifteen (15) days after the date of the public hearing.

3. City Council Action

   (a) The Council shall not take action on the Application until the Council receives the Planning Commission's final report and recommendation.

   (b) Within thirty (30) days of receipt of the Planning Commission's final report and recommendation, the City Council shall place the item on its agenda for the scheduling of a public hearing.

   (c) No Conditional Use Permit shall be enacted unless the City Council conducts a public hearing. The City Clerk shall notify the Applicant of the time and place of the public hearing and give public notice as required by this Chapter.

   (d) At the conclusion of the hearing, the City Council shall approve, approve with conditions, or deny the Conditional Use Permit.

4. Conditions

(a) The City Council may attach appropriate conditions to mitigate the impacts of the proposed development, such as restrictions relative to the site plan and any future modifications, Setback requirements and other restrictions appropriate to mitigate the impacts of the development;

(b) If a Conditional Use Permit and site plan is approved, the Applicant may not commence construction or use of any building, structure or use unless:

(1) The Applicant submits a final site plan reflecting site specific conditions of approval to the Director, and

(2) The Director determines that the site plan is consistent with the approved site Plan and any conditions of approval; and,

(3) All required permits are issued.

(c) Conditions, including voluntary use restrictions, and required conformance with an approved Site Plan, shall run with the land and bind Applicants, their heirs, successors and assigns, and be recorded by the Applicant in the Office of the Judge of Probate, with a copy of the probated record provided to the Director.

E. Approval Criteria. The Planning Commission shall not recommend a Conditional Use Permit for approval, and the City Council shall not approve the Conditional Use Permit, unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:

(a) Any applicable development standards; and

(b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;

3. Will not impede the orderly development and improvement of surrounding property; and

4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

(a) The location, type and height of buildings or structures;
(b) The type and extent of landscaping and screening;
(c) Lighting;
(d) Hours of operation; and
(e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.
11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

(a) Bed and Breakfast Establishments. It is the intent of this Chapter that Bed and Breakfast uses in an area where they are, or may be

permitted, will create no greater impact than that of any private residence with temporary houseguests. In line with these general considerations, the following site and design criteria are established:

(1) The owner of the establishment must reside on the site. There shall be no more than one (1) nonresident employee.

(2) No more than eight (8) guest rooms shall be included in any one establishment.

(3) Except for serving meals to overnight guests, the establishment shall not engage in the restaurant business.

(4) Guest rooms shall not contain cooking facilities.

(5) Guest stays shall not exceed fourteen (14) consecutive nights.

(6) The operation shall not alter the residential nature of the neighborhood or the character of the dwelling as a residence.

(7) The refuse area shall be screened from view, and shall be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot.

(8) There shall be a minimum of two (2) off-street parking spaces for the principal occupants of the residence, and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties by natural or artificial means.

(9) No more than one (1) identification sign shall be permitted for the Bed and Breakfast use. Such signs shall state only the name and street address of the establishment. It shall not exceed four (4) square feet in sign face area. No other signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.

(b) Bar/Lounge

(1) The Planning Commission and City Council should determine to their satisfaction that the activities to be conducted on the premises will not be detrimental to the neighborhood, taking into account the physical relationship of the proposed use to the surrounding structures and properties, the probable hours of operation, parking and the beneficial or adverse effects of the proposed use and structure upon the neighborhood.

(2) No outside entertainment or music shall be permitted.

(3) Entertainment or music shall not be audible outside the interior of the licensed premises.

(4) No entertainment or music shall be permitted or be audible in the areas of any private sidewalk, courtyard, or patio seating; and

(5) As a condition of approval, the Planning Commission and City Council may limit the hours of operation and/or the hours when entertainment or music can be provided.

(c) Community Residences

(1) Must meet all criteria and requirements set forth in Article 4.

(d) Marina

(1) Shall not include activities such as boat building or the repair of barges or other commercial watercraft.

(e) Private or Parochial School

(1) Building coverage shall not exceed forty (40) percent of the total lot area.

(2) Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.

(3) Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.

(4) Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line. One off-street parking space should be provided for every three (3) spectator seats in any such facility.

(5) Off-street school bus loading spaces should be provided when school buses are to be used.

(6) Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

F. Subsequent Applications. The area or any portion thereof that is the subject of the proposed Conditional Use Permit shall not be considered again by the Planning Commission or City Council for the same or similar Application or use for at least six (6) months from the date the Application was denied or the date of withdrawal if any of the following applies:

1. The Application has been recommended for denial by the Planning Commission;
2. The Application has been denied by the City Council;
3. The Application has been formally noticed for public hearing with the Planning Commission but is subsequently withdrawn; or

4. The Application has been formally noticed for public hearing with the City Council but is subsequently withdrawn.

G. Appeals. Appeal of any City Council action may be made to the Mobile County Circuit Court within forty-two (42) days of the date of the Council Action.

H. Expiration. If no construction permit is obtained to implement the approved Conditional Use Permit within two (2) years of final approval, the approved Conditional Use Permit shall expire, unless an extension request is filed with the Planning Commission prior to expiration, and subsequently approved by the City Council.

I. Recording and Recordkeeping

1. The Conditional Use Permit, including all restrictions and conditions concerning the uses of the property, shall be recorded in the Office of the Judge of Probate. A copy of the recorded document shall be provided to the Director. Any and all recording costs shall be borne by the Applicant.
2. Upon receipt of the recorded document, the Director shall revise the applicable map layers in the City of Mobile Geographic Information Systems (GIS) to reflect the approved Conditional Use Permit.

Sec. 64-5-7 Planned Development

A. Applicability. This Section applies to any Application seeking a Planned Development zoning district designation.

B. Initiation. A Planned Development Application may be initiated by the property owner, or any authorized agent of the property owner, by filing a written Application with the Director.

C. Notice

1. The following notice is required for a Planned Development Application:

Table 64-5-7.1 Type and Description of Notice—Planned Development

Notice	When	Where / To Whom / Additional Requirements
Mail	15 days prior to hearing before the Planning Commission and the City Council	• Mailed notice to each owner of property which either abuts or lies within 300 feet of the property the subject of the Application. • Applicant to furnish names and addresses. • The Director or City Clerk as applicable, will mail the notices. • First Class mail is sufficient.
Sign	Posted 15 days prior to hearing before the Planning Commission	• Posted on subject Property. • All signs must be posted in visible locations.
Publication	15 days or 3 consecutive weeks prior to the hearing before the City Council	• Newspaper of general circulation in the City, per Code of Ala. § 11-52-77.

2. Notice shall be given:

(a) Before the Planning Commission Hearing:

(1) Mail

a. A synopsis of the proposal;
b. Time, date and place of the public hearing or meeting;
c. Telephone number for the Planning Department; and
d. The Planning Department's website address (URL).

(2) Sign: Posted by the City.

(b) Before the City Council Hearing:

(1) Mail: Notice shall include the following information:

a. A synopsis of the proposal;
b. Time, date and place of the public hearing or meeting;
c. A telephone number for the City Council Office; and
d. The City Council's website address (URL).

(2) Publication in accordance with the requirements of Alabama Code Section 11-52-77, as may amended.

D. Decision

1. Administrative Review. The Director shall transmit the Application with a report to the Planning Commission within forty five (45) days after it is deemed complete.
2. Planning Commission Action

   (a) If an Application is withdrawn after notice for a public hearing has been sent, then the Planning Commission shall not consider the same or similar Application within a period of six (6) months.

   (b) An Application may receive a maximum one (1) holdover request and the Applicant shall be responsible for any costs incurred for re-notification of property owners.

   (c) Following the public hearing, the Planning Commission shall prepare a record of its proceedings and recommend that the Application be approved, approved with conditions, or denied. The Planning Commission recommendation shall be filed with the City Council within fifteen (15) days after the date of the public hearing.

3. City Council Action

   (a) The Council shall not take action on the Application until the Council receives the Planning Commission's final report and recommendation.

   (b) Within thirty (30) days of receipt of the Planning Commission's final report and recommendation, the City Council shall place the item on its agenda for the scheduling of a public hearing.

   (c) No Planned Development shall be enacted unless the City Council conducts a public hearing. The City Clerk shall notify the Applicant of the time and place of the public hearing and give public notice as required by this Chapter.

   (d) At the conclusion of the hearing, the City Council shall approve, approve with conditions or deny the amendment.

4. Conditions

(a) The City Council may attach appropriate conditions to mitigate any impact of the proposed development, such as restrictions relative to the site plan and any future modifications, Setback requirements and other restrictions appropriate to mitigate the impacts of the development.

(b) An Application for a Planned Development must include a site plan. The City Council may place conditions on the Planned Development requiring the development to comply with the site plan. If a Planned Development and site plan is approved, the Applicant may not commence construction or use of any building, structure or use unless:

(1) The Applicant submits a final site plan reflecting site specific conditions of approval to the Director;

(2) The Director determines that the site plan is consistent with the approved Site Plan and any conditions of approval; and,

(3) All required permits are issued.

(c) Conditions, including voluntary use restrictions, and required conformance with an approved Site Plan, shall run with the land and bind Applicants, their heirs, successors and assigns, and be recorded by the Applicant in the Office of the Judge of Probate, with a copy of the probated record provided to the Director.

E. Approval Criteria. The Planning Commission shall not recommend a Planned Development for approval, and the City Council shall not approve such an Application, unless the proposed Planned Development:

1. Is consistent with all applicable requirements of this Chapter;

2. Is compatible with the character of the surrounding neighborhood;

3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; or
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
9. Shall not be detrimental or endanger the public health, safety or general welfare;
10. Satisfies the minimum contiguous acreage requirements of Section 64-2-23.A;
11. Accommodates existing urban amenities and natural features;
12. Optimizes available public utilities, Streets and community facilities; and
13. Provides open space through efficient or innovative site design.
14. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

F. Subsequent Applications. The area or any portion thereof that is the subject of the proposed Planned Development shall not be considered again by the Planning Commission or City Council for the same or similar Application or use for at least six (6) months from the date the Application was denied or the date of withdrawal if any of the following applies:

1. The Application has been recommended for denial by the Planning Commission;
2. The Application has been denied by the City Council,
3. The Application has been formally noticed for public hearing with the Planning Commission but is subsequently withdrawn; or
4. The Application has been formally noticed for public hearing with the City Council but is subsequently withdrawn.

G. Appeals. Appeal of any City Council action may be made to the Mobile County Circuit Court within forty-two (42) days of the date of the Council Action.

H. Expiration. If no construction permit is obtained to implement the approved Planned Development within two (2) years of final approval, the approved Planned Development shall expire, unless an extension request is filed with the Planning Commission prior to expiration, and subsequently approved by the City Council.

I. Recording and Recordkeeping

1. The Planned Development, including all restrictions and conditions concerning the uses of the property, shall be recorded in the Office of the Judge of Probate. A copy of the recorded document shall be provided to the Director. Any and all recording costs shall be borne by the Applicant.

2. Upon receipt of the recorded document, the Director shall revise the applicable map layers in the City of Mobile Geographic Information Systems (GIS) to reflect the approved Planned Development.

Sec. 64-5-8 Previously approved Planning Approvals and Planned Unit Developments

A. Applicability

1. Planning Approvals. All Planning Approvals approved prior to the effective date of this Chapter shall expire if development has not commenced within two (2) years of the effective date of this Chapter, unless an extension request is filed with the Planning Commission prior to the date of expiration, and is subsequently approved by the City Council.
2. Planned Unit Developments. All Planned Unit Developments approved prior to the effective date of this Chapter shall expire if development has not commenced within two (2) years of the effective date of this Chapter, unless an extension request is filed with the Planning Commission prior to the date of expiration, and is subsequently approved by the City Council.

B. Modifications

1. Minor changes. Landscaping and tree plantings, building elevation, building materials, parking lot design, screening fences or walls, building location (not reducing Setbacks or buffers), or similar elements of site or building design, may be allowed, subject to administrative approval of a revised site plan.
2. Major modifications. Major modifications to an unexpired Planning Approval or Planned Unit Development require review and recommendation by the Planning Commission and approval by the City Council.

(a) Notice. The following notice is required for Major modifications to a Planning Approval or Planned Unit Development:

Table 64-5-8.1 Type and Description of Notice—Previously Approved Planning Approvals and Planned Unit Developments

Notice	When	Where / To Whom / Additional Requirements
Mail	15 days prior to hearing before the Planning Commission and the City Council	• Mailed notice to each owner of property which either abuts or lies within 300 feet of the property the subject of the Application. • Applicant to furnish names and addresses. • The Director or City Clerk as applicable, will mail the notices. • First Class mail is sufficient.
Sign	Posted 15 days prior to hearing before the Planning Commission	• Posted on subject Property. • All signs must be posted in visible locations.
Publication	15 days or 3 consecutive weeks prior to the hearing before the City Council	• Newspaper of general circulation in the City, per Code of Ala. § 11-52-77.

(1) Notice shall be given:

a. Before the Planning Commission Hearing:

1. Mail: Notice shall include the following information:

i A synopsis of the proposal;

ii Time, date and place of the public hearing or meeting;

iii Telephone number for the Planning Department; and

iv The Planning Department's website address (URL).

2. Sign

b. Before the City Council Hearing:

1. Mail: Notice shall include the following information:

i A synopsis of the proposal;

ii Time, date and place of the public hearing or meeting;

iii A telephone number for the City Council Office; and

iv The City Council's website address (URL).

2. Publication in accordance with the requirements of Alabama Code Section 11-52-77, as may amended.

(b) Decision.

(1) Administrative Review. Applications for major modifications shall be filed with the Director. The Director shall transmit the Application with a report to the Planning Commission within forty-five (45) days after it is deemed complete.

(2) Planning Commission Action

a. If an Application is withdrawn after notice for a public hearing has been sent, then the Planning Commission shall not consider the same or similar Application within a period of six (6) months.

b. An Application may receive a maximum one (1) holdover request and the Applicant shall be responsible for any costs incurred for re-notification of property owners.

c. Following the public hearing, the Planning Commission shall prepare a record of its proceedings and recommend that the Application be approved, approved with conditions, or denied. The Planning Commission recommendation shall be filed with the City Council within 15 days after the date of the public hearing.

(3) City Council Action

a. The Council shall not take action on the Application until the Council receives the Planning Commission's final report and recommendation.

b. Within thirty (30) days of receipt of the Planning Commission's final report and recommendation, the City Council shall place the item on its agenda for the scheduling of a public hearing.

c. No major modification shall be made unless the City Council conducts a public hearing. The City Clerk shall notify the Applicant of the time and place of the public hearing and give public notice as required by this Chapter.

d. At the conclusion of the hearing, the City Council shall approve, approve with conditions, or deny the amendment.

(4) Conditions

a. The City Council may attach appropriate conditions to mitigate any impact of the development as modified, such as restrictions relative to the site plan, setback requirements, and other restrictions appropriate to mitigate the impacts.

b. An Application for a Major Modification must include a site plan. If a Major Modification is approved, the Applicant may not commence construction or use of the site unless:

1. The Applicant submits a final site plan reflecting site specific conditions of approval to the Director, and

2. The Director determines that the site plan is consistent with the approved site Plan and any conditions of approval; and,

3. All required permits are issued.

c. Conditions, including voluntary use restrictions, and required conformance with an approved Site Plan, shall run with the land and bind Applicants, their heirs, successors and assigns, and be recorded by the Applicant in the Office

of the Judge of Probate, with a copy of the probated record provided to the Director.

(5) Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;

b. Is compatible with the character of the surrounding neighborhood;

c. Will not impede the orderly development and improvement of surrounding property;

d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and

2. Includes adequate public facilities and utilities;

e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and

g. Shall not be detrimental or endanger the public health, safety or general welfare.

h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

(c) Subsequent Applications. The site subject to the Major Modification shall not be considered again by the Planning Commission or City Council for at least six (6) months from the date the Application was denied or the date of withdrawal if any of the following applies:

(1) The Application has been recommended for denial by the Planning Commission;

(2) The Application has been denied by the City Council,

(3) The Application has been formally noticed for public hearing with the Planning Commission but is subsequently withdrawn; or

(4) The Application has been formally noticed for public hearing with the City Council but is subsequently withdrawn.

(d) Appeals. Appeal of any City Council action may be made to the Mobile County Circuit Court within forty-two (42) days of the date of the Council Action.

(e) Expiration. If no construction permit is obtained to implement the approved modification within two (2) years after approval, the approved modification shall expire, unless an extension request is filed with the Planning Commission prior to expiration, and subsequently approved by the City Council.

(f) Recording and Recordkeeping

(1) The modification, including all restrictions and conditions concerning the uses of the property shall be recorded in the

Office of the Judge of Probate. A copy of the recorded document shall be provided to the Director. Any and all recording costs shall be borne by the Applicant.

(2) Upon receipt of the recorded document, the Director shall revise the applicable map layers in the City of Mobile Geographic Information Systems (GIS) to reflect the approved Planned Development.

Sec. 64-5-9 Appeal of Administrative Zoning Decisions

A. Applicability. Any administrative decision by the Director regarding the applicability or interpretation of the any provision of this Chapter may be appealed to the Board of Adjustment by any person aggrieved or by any officer, department or board of the City affected by any decision of the Director with respect to the administration or enforcement of this Chapter. The Board of Adjustment is authorized to hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by an administrative official in the enforcement of this article or of any ordinance adopted pursuant thereto.

B. Initiation

1. An appeal is initiated by filing a notice of appeal with the Director and the Board of Adjustment.

2. The notice of appeal shall be filed within ten (10) days from the date of the decision.

3. The notice of appeal shall specify the grounds upon which the appeal is taken.

4. Upon receipt of a notice of appeal, the Director shall transmit to the Board of Adjustment all of the original documents and materials, or true copies, constituting the record upon which the order or decision appealed from is based.

C. Effect of Appeal

1. An appeal stays all proceedings in furtherance of the action appealed from unless the officer from whom the appeal is taken certifies to the Board of Adjustment that by reason of facts stated in the certificate a stay would in his or her opinion cause imminent peril to life or property. Such proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of Adjustment or by a court of record on Application, on notice to the offices from whom the appeal is taken and on due cause shown.

D. Hearings

1. The Board shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time.
2. The hearing shall be open to the public.
3. Any interested party may appear in person or by agent or by attorney.

E. Notice The following notice is required for a hearing on an Appeal of an Administrative Zoning Decision:

Table 64-5-9.1 Type and Description of Notice—Appeal of Administrative Zoning Decisions

Notice	When	Where / To Whom / Additional Requirements
Mail	15 days prior to the hearing	• Mailed notice to each owner of property which either abuts or lies within three hundred (300) feet of the property the subject of the Application. • Applicant to furnish names and addresses. • The Director will mail the notices. • First Class mail is sufficient.
Publication	Once each week for 2 consecutive weeks prior to hearing	• Newspaper of general circulation in the City, per Code of Ala. § 11-52-77.

F. Approval Criteria. The Board of Adjustment, in reaching its decision, shall consider the following:

1. Whether there was error in any order, requirement, decision or determination made by an administrative official;

2. Whether the decision was the result of an arbitrary or capricious interpretation of the requirements of this Chapter; or

3. Whether the decision was an incorrect interpretation of this Chapter.

G. Decision.

1. After the hearing is concluded, the Board of Adjustment shall render a decision based upon findings of fact supported by evidence in the record, and may:

(a) reverse or affirm, wholly or partly, the decision, or

(b) modify the order, requirement, decision, or determination appealed from and make such order, requirement, decision, or determination as ought to be made, and, to that end, shall have all the powers of the officer from whom the appeal is taken.

H. Appeals

1. Any party aggrieved by any final judgment or decision of the Board of Adjustment may within 15 days thereafter appeal therefrom to the Mobile County Circuit Court by filing with the Board a written notice of appeal

specifying the judgment or decision from which the appeal is taken. In case of such appeal, the Board shall cause a transcript of the proceedings in the action to be certified to the Court to which the appeal is taken, and the action in such Court shall be tried de novo.

Sec. 64-5-10 Variance of Zoning Ordinance

A. Applicability. This Section applies to any request for a variance from the zoning requirements of this Chapter. The Board of Adjustment is authorized to grant upon appeal in specific cases such variance from the terms of this Chapter as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of this Chapter will result in unnecessary hardship and so that the spirit of this Chapter shall be observed and substantial justice done.

B. Initiation

1. A variance request is initiated by filing an Application requesting a specific variance with the Director for consideration by the Board of Adjustment.
2. The Application shall specify with particularity the grounds upon which the variance is requested.

C. Hearings

1. The Board shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time.
2. The hearing shall be open to the public.
3. Any interested party may appear in person or by agent or by attorney.

D. Notice. The following notice is required for a hearing on an Application for a variance:

Table 64-5-10.1 Type and Description of Notice—Variance of Zoning Ordinance

Notice	When	Where / To Whom / Additional Requirements
Mail	15 days prior to the hearing	• Mailed notice to each owner of property which either abuts or lies within 300 feet of the property the subject of the Application. • Applicant to furnish names and addresses. • The Director will mail the notices. • First Class mail is sufficient.
Publication	Once each week for 2 consecutive weeks prior to hearing	• Newspaper of general circulation in the City, per Code of Ala. § 11-52-77.
Sign (Use Variance Only)	Posted 15 days prior to hearing	• Posted on subject Property. • Posted by the Director or designee.

E. Approval Criteria

1. The Board of Adjustment may grant a variance if the Applicant demonstrates that the variance shall not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of this Chapter will result in unnecessary hardship and the spirit of this Chapter will be observed and substantial justice done.

2. No variance shall be granted:

(a) In order to relieve an owner of restrictive covenants that are recorded in Mobile County Probate Court and applicable to the property;

(b) Where economic loss is the sole basis for the requested variance; or

(c) Where the variance is otherwise unlawful.

F. Decision. After the hearing is concluded, the Board of Adjustment shall render a decision based upon findings of fact supported by evidence in the record that:

1. Grants the variance;

2. Denies the variance; or

3. Grants the variance with conditions or stipulations as deemed necessary.

G. Subsequent Applications

1. There is no limit on subsequent variance requests. However, findings of fact from prior appeals for the same Application that were not reversed by a higher tribunal (such as on appeal to a court with subject matter jurisdiction) are binding on successive requests.
2. Applications for re-hearings or new Applications may be made in the same manner as original Applications provided that the same shall not be considered for hearing sooner than six months from the date of the original hearing.
3. Withdrawals: An Application that is withdrawn shall be treated in the same manner as a denial.

H. Appeals

1. Any party aggrieved by any final judgment or decision of the Board of Adjustment may within fifteen (15) days thereafter appeal therefrom to the Mobile County Circuit Court by filing with the Board a written notice of appeal specifying the judgment or decision from which the appeal is taken. In case of such appeal, the Board shall cause a transcript of the proceedings in the action to be certified to the Court to which the appeal is taken, and the action in such Court shall be tried de novo.

Sec. 64-5-11 Special Exception

A. Applicability

1. Special Exceptions are those uses that may have some special impact which differs from the potential impacts of permitted uses or exceeds them in intensity, or have a uniqueness such that their effect on the surrounding environment cannot be determined in advance of the use being proposed in a particular location.

2. The Board of Adjustment is authorized to hear and decide requests for Special Exceptions expressly allowed by this Chapter, subject to the approval criteria set-forth in this Section.
3. There shall be a public hearing on each Application for a Special Exception as required by law.

B. Initiation. A request for Special Exception is initiated by filing an Application with the Director for consideration by the Board of Adjustment.

C. Hearings

1. The Board shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time.
2. The hearing shall be open to the public.
3. Any interested party may appear in person or by agent or by attorney.

D. Notice. The following notice is required for a hearing on an Application for Special Exception:

Table 64-5-11.1 Type and Description of Notice—Special Exception

Notice	When	Where / To Whom / Additional Requirements
Mail	15 days prior to the hearing	• Mailed notice to each owner of property which either abuts or lies within 300 feet of the property the subject of the Application. • Applicant to furnish names and addresses. • The Director will mail the notices. • First Class mail is sufficient.
Publication	Once each week for 2 consecutive weeks prior to hearing	• Newspaper of general circulation in the City, per Code of Ala. § 11-52-77.
Sign	Posted 15 days prior to hearing	• Posted on subject Property. • Posted by the Director or designee.

E. Approval Criteria

1. The Board of Adjustment will not approve an Application for Special Exception unless:

(a) The proposed use is in harmony with the general purpose, goals, objectives and standards of this Chapter, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City.

(b) The proposed use at the proposed location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or rights-of-way, or other matters affecting the public health, safety and general welfare either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of this Chapter, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice, by the City or other governmental agency having jurisdiction to guide growth and development.

(c) The proposed use will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities, and services specified in this subsection. Where any such improvements, facilities, utilities or services are not available or adequate to service the proposed use in the proposed location, the Applicant shall, as part of the application and as a condition to approval of the proposed Special Exception permit, be responsible for establishing ability, willingness and commitment to provide such improvements, facilities, utilities and services in sufficient time and in a manner consistent with this Chapter, and other plans, programs, maps and ordinances adopted by the City to guide its growth and development. The approval of the Special Exception Permit shall be conditioned upon such improvements, facilities, utilities and services being provided and guaranteed by the Applicant.

(d) The proposed use is consistent with all applicable requirements of this Chapter, including:

(1) Any applicable development standards in Article 3; and

(2) Any applicable use regulations in Article 4.

(e) The proposed use is compatible with the character of the neighborhood within the same zoning district in which it is located;

(f) The proposed use will not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district; and

(g) The proposed use will have no more adverse effects on health, safety or comfort of persons living or working in the neighborhood, or will be no more injurious to property or improvements in the neighborhood than would any other use generally permitted in the same district.

(1) In making this determination, the Board of Adjustment shall consider:

a. The location, type and height of buildings or structures;

b. The type and extent of landscaping and screening;

c. Lighting;

d. Hours of operation; or

e. Other conditions that might require mitigation of any adverse impacts of the proposed development.

(h) The site is designed to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

(i) The site is designed to minimize the impact on storm water facilities;

(j) The use will be adequately served by water and sanitary sewer services;

(k) The use is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and

(l) The use will not be detrimental or endanger the public health, safety or general welfare.

2. Benefits Consideration. In addition, the Board of Adjustment should also give consideration to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

3. Criteria by Use. The Board of Adjustment shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Special Exceptions involving the following uses. In granting a Special Exception, the board may attach such reasonable conditions and safeguards in addition to those set forth in this section, as it may deem necessary to implement the purposes of this Chapter.

(a) Club or Lodge

(1) The club or lodge shall be incorporated in the State of Alabama as a nonprofit corporation.

(2) The structure should be primarily a meeting hall for fellowship, ceremonies and club business meetings. Any amusement or recreation facilities should be clearly secondary to the primary purposes of the building.

(3) The Board should determine to its satisfaction that the activities to be conducted on the premises will not be detrimental to the neighborhood, taking into account the physical relationship of the proposed use to the surrounding structures and properties, the probable hours of operation, social activities to be conducted and the number of people to be assembled or to use the premises at any one time.

(b) Adult and Child Daycare Facilities

(1) Safe, convenient driveways shall be provided. All loading and unloading of children or infirm adults shall take place on the premises of the day care facilities and not on the street.

(2) If the facility is for the care of children, it should be adequate in size, suitably fenced and adequately landscaped to provide a

suitable environment for children and to prevent adverse effects upon adjacent uses.

(c) Electric Substation

(1) Must be enclosed within a solid masonry wall or wood fence at least eight (8) feet high to obstruct view, noise and passage of persons; or must be placed underground.

(2) Storage of materials, trucks or repair equipment shall not be permitted on the site.

(d) Marina

(1) Shall not include activities such as boat building or the repair of barges or other commercial watercraft.

(e) Medical or Dental Clinic

(1) The Board should determine to its satisfaction that the activities to be conducted on the premises will not be detrimental to the neighborhood, taking into account the physical relationship of the proposed use to the surrounding structures and properties, the probable hours of operation, parking and the beneficial or adverse effects of the proposed use and structure upon the neighborhood.

(f) Private or Parochial School

(1) Building coverage shall not exceed forty (40) percent of the total lot area.

(2) Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.

(3) Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.

(4) Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line. One off-street parking space should be provided for every three (3) spectator seats in any such facility.

(5) Off-street school bus loading spaces should be provided when school buses are to be used.

(6) Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

(g) Recreational Vehicle Park

(1) The proposed park shall comply with applicable regulations of the Alabama Board of Health and with all applicable City ordinances.

(2) The park shall be used for the temporary placement and occupancy of recreational vehicles only. No mobile or manufactured homes shall be placed or occupied in such a park.

(3) No recreational vehicle shall be occupied by a person or family longer than two (2) weeks.

(h) Self-Service Storage Facilities

(1) Should not abut a residential district unless adequate separation and screening is provided by vegetation, topography and the like.

(2) The Board should determine to its satisfaction that the activities to be conducted on the premises will not be detrimental to the neighborhood, taking into account the physical relationship of the proposed use to the surrounding structures and properties, the probable hours of operation, parking and the beneficial or adverse effects of the proposed use and structure upon the neighborhood.

(i) Veterinary Clinic

(1) Means satisfactory to the board shall be provided for the safe, hygienic disposal of clinic wastes, especially infectious-disease-bearing wastes.

(2) The Board should determine to its satisfaction that the activities to be conducted on the premises will not be detrimental to the neighborhood, taking into account the physical relationship of the proposed use to the surrounding structures and properties, the probable hours of operation, parking and the beneficial or adverse effects of the proposed use and structure upon the neighborhood.

(j) Telecommunications Facilities Requiring a Class 2, 3, or 4 Permit

(1) Must meet all criteria and requirements set forth in Article 4.

F. Decision

1. After the hearing is concluded, the Board of Adjustment shall render a decision based upon findings of fact supported by evidence in the record that:

(a) Grants the Special Exception;

(b) Denies the Special Exception; or

(c) Grants the Special Exception with conditions or stipulations as deemed necessary.

2. The Board of Adjustment may attach reasonable conditions for Special Exception approval, including additional criteria dealing with buffer yards, parking, lighting, building materials, signage or any other aspect of site plan approval necessary to mitigate the impact of the proposed Special Exception on the surrounding property. All conditions imposed upon any Special Exception permit approval, except those which are otherwise required by this Chapter, shall be expressly set forth in the order granting such Special Exception permits. Unless and until prescribed conditions are met, no Zoning Compliance, Certificate of Occupancy or Business License shall be granted for the Applicant for the Special Exception at the property.

3. No Special Exception shall be granted:

(a) In order to relieve an owner of restrictive covenants that are recorded in Mobile County Probate Court and applicable to the property; or

(b) Where the Special Exception is otherwise unlawful.

G. Subsequent Applications

1. There is no limit on subsequent Special Exception requests. However, findings of fact from prior appeals for the same Application that were not reversed by a higher tribunal (such as on appeal to a court with subject matter jurisdiction) are binding on successive requests.

2. Applications for re-hearings or new Applications may be made in the same manner as original Applications provided that the same shall not be considered for hearing sooner than six months from the date of the original hearing.

3. Withdrawals: An Application that is withdrawn shall be treated in the same manner as a denial.

H. Appeals. Any party aggrieved by any final judgment or decision of the Board of Adjustment may within fifteen (15) days thereafter appeal therefrom to the Mobile County Circuit Court by filing with the Board a written notice of appeal specifying the judgment or decision from which the appeal is taken. In case of such appeal, the Board shall cause a transcript of the proceedings in the action to be certified to the Court to which the appeal is taken, and the action in such Court shall be tried de novo.

Chapter 64 Unified Development Code

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Article 6 Nonconformities

Sec. 64-6-1 Nonconforming Uses

A. Expansion or Enlargement of Nonconforming Uses A Nonconforming Use may be extended only within the Site or Premises on which the Nonconforming Use was located on the Effective Date.

B. Continuance of Nonconforming Uses

1. Except as provided below, the lawful operation of a Nonconforming Use as that use existed at any time within two (2) years prior to the effective date may be continued.

2. If the number of dwelling units in a building exceeds the density permitted in the applicable zoning district, then the number of dwelling units shall not be increased.

C. Abandonment of Nonconforming Uses

1. A Nonconforming Use that has been abandoned or discontinued for a period of two years shall not thereafter be re-established.

2. Factors to be considered in determining whether a use has been abandoned or discontinued, may include, but are not limited to:

(a) Utilities such as water, gas and electricity to the property, have been disconnected;

(b) The property, buildings and grounds have fallen into disrepair;

(c) Signs or external indications of the existence of the Nonconforming Use have been removed;

(d) Equipment or fixtures which are necessary for the operation of the Nonconforming Use have been removed; and

(e) Other actions have occurred which in the opinion of the Director evidence an intent on the part of the property Owner to abandon the Nonconforming Use.

D. Cessation of Nonconforming Uses. Any automobile or other wrecking yard and any Junkyard existing in any residential district on the effective date of this Chapter shall, after three (3) years from that date, become a prohibited and unlawful use and shall discontinue.

E. Change in Nonconforming Uses

1. A Nonconforming Use may change to a conforming use. After a Nonconforming Use changes to a conforming use, it may not change back to a Nonconforming Use.

2. A Nonconforming Use not conducted in a structure, or one in which a structure is incidental to the use of the land, shall not be changed to any other Nonconforming Use.

3. A Nonconforming Use of any classification shall not be added to an existing Nonconforming Use. However, a Nonconforming Use may be changed to another Nonconforming Use permitted by right in that zoning classification. A Nonconforming Use may change to another Nonconforming Use as indicated in Table 64-6-1.1 Chart of Non-Conforming Uses below. However, a Nonconforming Use changed to another Nonconforming Use allowed in a lower zoning classification shall not change back to the former Nonconforming Use or higher zoning classification.

Table 64-6-1.1 Chart of Non-Conforming Uses

	Less Intense Use								Use Classification									More Intense Use	
Zoning District	R-A	R-1	R-2	R-3	R-B	T-B	H-B	B-1	LB-2	B-2	MM	B-3	B-4	B-5	CW	I-1	ML	I-2	MH
R-A	■	←	←	←	←	←	←	←	←	←	←	←	←	←	←	←	←	←	←
R-1	→	■	←	←	←	←	←	←	←	←	←	←	←	←	←	←	←	←	←
R-2	→	→	■	←	←	←	←	←	←	←	←	←	←	←	←	←	←	←	←
R-3	→	→	→	■	←	←	←	←	←	←	←	←	←	←	←	←	←	←	←
R-B	→	→	→	→	■	←	←	←	←	←	←	←	←	←	←	←	←	←	←
T-B	→	→	→	→	→	■	←	←	←	←	←	←	←	←	←	←	←	←	←
H-B	→	→	→	→	→	→	■	←	←	←	←	←	←	←	←	←	←	←	←
B-1	→	→	→	→	→	→	→	■	←	←	←	←	←	←	←	←	←	←	←
LB-2	→	→	→	→	→	→	→	→	■	←	←	←	←	←	←	←	←	←	←
B-2	→	→	→	→	→	→	→	→	→	■	←	←	←	←	←	←	←	←	←
MM	→	→	→	→	→	→	→	→	→	→	■	←	←	←	←	←	←	←	←
B-3	→	→	→	→	→	→	→	→	→	→	→	■	←	←	←	←	←	←	←
B-4	→	→	→	→	→	→	→	→	→	→	→	→	■	←	←	←	←	←	←
B-5	→	→	→	→	→	→	→	→	→	→	→	→	→	■	←	←	←	←	←
CW	→	→	→	→	→	→	→	→	→	→	→	→	→	→	■	←	←	←	←
I-1	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	■	←	←	←
ML	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	X	■	X	←
I-2	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	X	■	←
MH	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	X	→	X	■

X — Prohibited

← → — Permissible

■ — Properly Zoned

Sec. 64-6-2 Nonconforming Structure s

A. Continuance of Nonconforming Structures. Except as provided below, any Nonconforming Structure may be occupied if operated and maintained in a state of good repair.

B. Expansion of Nonconforming Structures

1. A Nonconforming Structure may be expanded; however, the expansion shall:

(a) Conform to all zoning district requirements of Article 2;

(b) Conform to the Development Standards of this Chapter, if the expansion exceeds fifty (50) percent of the footprint of the existing structure; and

(c) Not create a new nonconformity.

C. Restoration of Damaged Nonconforming Structures

1. A Nonconforming Structure damaged in any manner and from any cause may be restored, if restoration is begun within one (1) year and completed within two (2) years of the date of the damage.

2. The Board of Adjustment may grant an extension of the time periods established in subsection 1 above upon application and showing of hardship.

D. Nonconforming Building Design

1. Generally

(a) This subsection applies to any building that is nonconforming as to the applicable Zoning District (Article 2) and Development Standards (Article 3).

(b) Existing nonconforming buildings are not required to meet Building Design and Height Requirements (Article 3) unless the alterations include changes to the exterior Building Form.

2. Additions to Existing Buildings must comply with all requirements of this Chapter.

Sec. 64-6-3 Nonconforming Sites

A. Applicability

1. This section applies to any site or Premises that has nonconformities, including but not limited to any of the following:

(a) Parking

(1) Number of parking spaces

(2) Parking Surface

(3) Parking maneuvering area

(b) Signs

(c) Landscaping

(1) Tree planting

(2) Tree spacing

(3) Tree species

(d) Lots

(e) Lighting

(f) Riparian Buffer

(g) Buffers

(h) Open/Civic Space

B. Generally

1. Building Expansion. On Nonconforming Sites or Premises, expansions that increase the total gross floor area of a structure by fifty (50) percent or more, will require all non-conforming site improvements to comply with current requirements.

2. Development Expansion. On Nonconforming Sites or Premises, expansion of the developed area of the site by fifty (50) percent or more, will require all Nonconforming Site improvements to comply with current requirements.

Sec. 64-6-4 Applications and Projects in Progress

A. Applications in Progress

1. Generally. Any application for Planning Commission, Board of Adjustment, Zoning Clearance, Sign Permit, Land Disturbance or Building Permit submitted prior to the effective date of this Chapter, shall be reviewed under the criteria and requirements in effect at the time of application submission. However, if the corresponding approvals or permits are not obtained within one-year of the effective date of this Chapter, full compliance with this Chapter shall be required.

B. Construction Begun or Authorized

1. This Chapter does not require any change in plans, construction, or designated use of a structure if:

   (a) construction was legally and actually begun prior to the effective date of this Chapter;

   (b) a Land Disturbance permit was issued for the development before the effective date, and construction began prior to the expiration of the permit;

   (c) a building permit was issued for the structure before the effective date, and construction began prior to the expiration of the permit; or

   (d) the Board of Adjustment grants a variance.

2. If a site or structure is subject to subsection 1 above, the entire site or structure must be completed prior to the expiration of the associated permits.

C. Phasing

1. When a project is intended to be completed in phases, and Planning Commission and Board of Adjustment approvals were granted based upon overall development, the developer may complete each phase as approved, upon submission of documentation of the following factors:

   (a) Construction plans prepared or approved regarding uncompleted phases based upon detailed surveying, architectural or engineering work; or

   (b) Improvements, such as Streets, stormwater infrastructure or utilities, have been installed in phases not yet completed.

D. Prior Approved Planned Unit Developments

1. All Planned Unit Developments (PUDs) approved prior to the effective date of this Chapter will continue in effect and may be developed in accordance with their approved plan, conditions and uses if:

   (a) They have not expired; and

   (b) They comply with all approved time requirements and other requirements of the original approval or any validly authorized amendment thereto.

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Article 7 Enforcement

Sec. 64-7-1 Violations and Penalties

A. Generally

1. Wherever in this Chapter any act is prohibited, or is made or declared to be unlawful or an offense or a misdemeanor, or wherever the doing of any act is required or the failure to do any act is declared to be unlawful, the violation of any such provision of this Chapter shall be punished as prescribed in Chapter 1, Article II, of the Mobile City Code. Each day any violation of any provision of this Chapter shall continue shall constitute a separate offense. Further, said offense shall be subject to Chapter 1, Division 2, regarding violations subject to Municipal Offense Tickets.

B. Withhold permits or approvals

1. The City may deny or withhold all permits, certificates, plan or plat approvals or other forms of authorization on any Building, Structure, land or improvements, upon which there is an uncorrected violation of any provision of this Chapter or of a condition or qualification of a permit, certificate, approval or other authorization previously granted by the City.

2. The City may, instead of withholding or denying an authorization, grant the authorization subject to the condition that the violation be corrected within a time frame determined by the Director.

3. This Section applies regardless of whether the current Owner or Applicant is responsible for the violation in question.

C. Revoke permits or approvals

1. A permit, certificate or approval (for the purposes of this Section hereinafter referred to as approval) may be revoked by the City, at any time, when any of the following conditions are present:

   (a) There is departure from the approved Plans, specifications or conditions;

   (b) The approval was procured by false representation;

   (c) The approval was granted by mistake; or

   (d) A violation of any provision of this Chapter.

2. Written notice of the revocation shall be served upon the Owner, the Owner's agent or contractor, or shall be posted in a prominent location on the property. Where notice of revocation is served or posted, no further construction or use of the property shall continue without written approval of the Director.

3. Any revocation of an approval may be appealed to the Board of Adjustment as provided for in Article 5.

D. Stop work. With or without revoking permits, the City may stop work on any Development, Building or Structure on any land on which there is an uncorrected violation of a provision of this Chapter or a violation of a condition or qualification of a permit, certificate, approval or other authorization previously granted by the City.

E. Civil Remedies. The City may take any action authorized by Code of Ala. § 11-52-83 to prevent, restrain, enjoin, correct or abate a violation of this Chapter.

F. Cumulative. These remedies are cumulative.

G. Other Remedies. In addition to the enforcement powers and remedies specified in this Article, the City may exercise any and all enforcement powers and remedies granted to it by Alabama state law.

H. Violations of Prior Regulations

1. All violations of prior City Zoning laws existing as of the effective date of this Chapter, continue to be violations and are not considered legal nonconforming situations under this Chapter.

2. The City has the same authority to secure remedies for violations of prior City Zoning laws to the same extent that it may secure remedies for violations of this Chapter.

Sec. 64-7-2 Enforcement Procedures

A. Notice. Whenever the Director determines that there has been a violation of this Chapter or has grounds to believe that a violation has occurred, notice shall be given to the Owner and the Person responsible for the violation. The Notice shall:

1. Be in writing;

2. Include a description of the real estate sufficient for identification;

3. Include a statement of the violation or violations;

4. Provide a reasonable time to complete the corrective actions required to bring the Site or Structure into compliance with the provisions of this Chapter;

5. Be delivered personally or sent by certified and first class regular U.S. mail.

(a) The Owner is to be determined from the most recent information maintained by the office of the Revenue Commissioner of Mobile County and the Mobile County Probate Judge.

(b) The date of mailing is deemed the date of service of any Notice served by mail.

B. Failure to comply. Failure to correct the violation within the time required by the Notice may result in further enforcement action.

C. Immediate enforcement

1. If the Director or an authorized building official, or public officer makes a reasonable determination that a violation of this Chapter creates an emergency situation that endangers life, health or safety, the City may immediately use all authorized enforcement powers and remedies.

2. No other notification procedures are required as a prerequisite to this action.

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Article 8 Definitions

Sec. 64-8-1 General Rules of Interpretation

A. The present tense includes the future tense, the singular number includes the plural and the plural number includes the singular.

B. The word "shall" is mandatory; the word "may" is permissive.

C. “Includes” or “including” encompasses, but is not limited to, the items listed after “includes” or “including” unless otherwise provided.

D. The words "used or occupied" include the words "intended, designed or arranged to be used or occupied."

Sec. 64-8-2 Definitions

A. Introduction. This Section defines terms and phrases in this Chapter that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this Section, Director shall determine the correct definition.

B. General Definitions

Above-Ground Oil Storage Tank	An Above-Ground Oil Storage Tank having a capacity of 10,000 gallons or more to be located in an I-2 district
Accessory Building or Structure	A detached subordinate Building or Structure located on the same lot or Building site as the main Building or Structure on the Building site or lot. An accessory Building or Structure is smaller than, and incidental to, the main Structure.
Accessory Dwelling Unit (“ADU”)	A secondary, independent living facility located in, or on the same lot or Building site as, a single-family residence. This includes a Building or part of a Building that provides complete independent living facilities, including a kitchen, living room, bathroom and bedroom, and that is attached to the principal dwelling, or a detached Building on the same lot or Building site.

Accessory Retail & Personal Service, Office, or Recreational Use	A retail, office or recreational use that is subordinate to and incidental to the primary use.
Accessory Use (generally)	A use customarily incidental to the principal use of a Building site or to a Structure and located upon the same lot or Building site with the principal use.
Adult Bookstore	An establishment having as a preponderance of its stock in trade or its dollar volume in trade, books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, videocassettes, slides, tapes, records or other forms of visual or audio representations which are distinguished or characterized by their emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas.
Adult Cabaret	A nightclub, bar, theater, restaurant or similar establishment which frequently features live performances by topless dancers, go-go dancers, exotic dancers, strippers, or similar entertainers, where such performances are distinguished or characterized by an emphasis on specified sexual activities or by exposure of specified anatomical areas and/or which regularly feature films, motion pictures, videocassettes, slides or other photographic reproductions which are distinguished or characterized by an emphasis upon the depiction or description or specified sexual activities or specified anatomical areas for observation by patrons.
Adult Drive-in Theater	An open lot or part thereof, with appurtenant facilities, devoted primarily to the presentation of motion pictures, films, theatrical productions and other forms of visual productions, for any form of consideration, to persons in motor vehicles or on outdoor seats in which a preponderance of the total presentation time is devoted to the showing of materials distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas for observation by patrons.
Adult Entertainment Enterprise	An adult bookstore, adult motion picture theater, adult mini motion picture theater, adult motion picture arcade, adult cabaret, adult drive-in theater, adult live entertainment arcade or adult service establishment (including, but not limited to a topless car wash or topless cleaning service).
Adult Live Entertainment Arcade	Any Building or Structure which contains or is used for commercial entertainment where the patron directly or indirectly is charged a fee to view from an enclosed or screened area or booth a series of live dance routines, strip performances or other gyrational choreography which performances are distinguished or characterized by an emphasis on specified sexual activities or by exposure of specified anatomical areas.
Adult Mini Motion Picture Theater	An enclosed Building with a capacity of more than five (5) but less than fifty (50) persons, used for presenting films, motion pictures, videocassettes, slides or similar photographic reproductions in which time is devoted to the showing of materials which are distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas for observation by patrons therein.
Adult Motion Picture Arcade	Any place to which the public is permitted or invited wherein coin- or slug-operated or electronically, electrically or mechanically controlled still or motion picture machines, projectors or other image-producing devices are maintained to show images to five (5) or fewer persons per machine at any one (1) time, and where the images so displayed are distinguished or characterized by an emphasis on depicting or describing specified sexual activities or specified anatomical areas.
Adult Motion Picture Theater	An enclosed Building with a capacity of fifty (50) or more persons used for presenting films, motion pictures, videocassettes, slides or similar photographic reproductions in which a preponderance of the total presentation time is devoted to showing of materials which are distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas for observation by patrons therein.
Adult Service Establishment	Any Building, premises, Structure or other facility under common Ownership or control which provides services involving specified sexual activities or display of specified anatomical areas.
Agriculture & Forestry	Any parcel of land that is used for profit in the raising of agricultural products, livestock, poultry or dairy products; including necessary farm Structures within the prescribed limits and the storage of equipment used. This does not include animals kept for non-commercial purposes.

Alley	A right-of-way located between rear or side property lines, which provides access to adjacent properties.
Alternative Financial Service Provider	A check casher, payday lender, pawnbroker, rent-to-own business, auto title lender or any business that (1) is required to be licensed under the Deferred Presentment Services Act, Alabama Code Title 5, Chapter 18(A) or (2) is required to be licensed under the Alabama Pawnshop Act, Alabama Code Title 5, Chapter 190A, other than a federal or state chartered bank, credit union, mortgage lender, or savings and loan association.
Alternative Parking Surface	Pervious or semi-pervious Parking Surface, having a design acceptable to the City Engineer and the Director, or her or his designee, capable of accommodating vehicles up to eight thousand (8,000) pounds gross vehicle weight and maintained free of weeds, dust, trash and debris; an example of such a material being interlocking grass paving blocks, porous asphalt or grasscrete. Crushed limestone, gravel, shell or sod shall not be considered an acceptable Alternative Parking Surface. Alternative Parking Surface design shall be appropriate to the intended use. Alternative Parking Surfaces may only be required as a condition of application approval for spaces requested in excess of the minimum ratio requirements of this Chapter.
Amphitheater	An outdoor or open-air Structure used for public assembly, entertainment and performances.
Animal Services (Indoor)	Any part of a Building designed or used to care for, board or groom animals. The care of animals occurs entirely inside the principal Building and not in ancillary or accessory Building s. This use does not include outside kennels.
Animal Services, (With Outdoor Runs)	Any part of a Building designed or used to care for, board or groom animals. This use may include overnight boarding or outdoor confinement or exercise areas. Includes a dog pound.
Antenna	A wireless Antenna, including a macrocell Antenna and a microcell Antenna.
Antenna Support Structure	Any Building or other Structure forty-five (45) feet in height or taller and which complies with the maximum height allowed in the district in which it is located, other than a Tower which can be used for location of telecommunications facilities.
Appliance Repair Services	An establishment providing repair services for personal and household goods, such as household appliances, computers, radio, television, audio or video equipment, office machines, furniture and leather goods, and knife sharpening. This classification excludes Building maintenance services and maintenance and repair of automobiles and other vehicles and equipment.
Applicant	Any person who files an Application.
Application	Any application filed pursuant to this Chapter.
Arcade	A series of piers topped by arches that support a permanent roof over a sidewalk.
Architectural Review Board ("ARB")	The Architectural Review Board established by Chapter 44 of the Mobile City Code.
Armory	A Building or group of Building s used primarily for housing and training troops or for storing military property, supplies or records.
Art Gallery	A retail establishment for the display and sale of art created by one or more artists. A gallery does not include the on-going production of art on site (see Art Studio).
Art Studio	The working place of a painter, sculptor, artisan or photographer or a place for the study or production of art, including singing and acting.
Attic	The interior part of a Building contained within a pitched roof Structure.
Auto Repair	Car and light truck repair up to 14,000 gross vehicle weight rating (GVWR), which includes body repair, painting, engine disassembly and repair and transmission disassembly and repair.
Automobile / Light Truck / RV / Personal Water Craft / Motorcycle dealership	A facility for the sale or rental of automobiles, motorcycles, light trucks, motor homes, boats or marine craft or recreational vehicles. For purposes of this definition, a "light truck" means a vehicle of up to 14,000 GVWR.

Automobile Service Station	A business establishment where the primary function is the retail sale of gasoline, oil, grease, tires, batteries and accessories. Services are limited to the installation of items sold, tire changing, and automobile lubrication. Engine steam cleaning and auto repair are prohibited.
Awning	A fixed or movable, lightweight, rigid skeleton Structure over which a covering is attached that provides weather protection and is wholly supported by the Building to which it is attached.
Bail Bond Services	An office that engages in the furnishing or issuance of bail bonds, whether by surety, cash, or other financial transaction, for the purpose of securing a person's release from jail, custody or incarceration.
Balcony	An open habitable portion of an upper floor that extends beyond or is recessed within a Building 's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.
Bar/Lounge	An establishment where the main source of revenue is the sale of alcoholic beverages which are customarily consumed on the premises. This includes taverns, microbreweries, hookah lounges, neighborhood taverns/bars/pubs or distilleries. This definition does not include a Brew Pub, which is considered a restaurant. For Bars within the DDD, please see Appendix A.
Base Station	A Structure or equipment at a fixed location that enables FCC licensed or authorized wireless communications between user equipment and a communications network. This term does not include a Tower or any equipment associated with a Tower, or a television or radio broadcast facility. This term includes, without limitation: (1) Equipment associated with Wireless Communications Services such as private, broadcast and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul. (2) Radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems ("DAS") and small-cell networks). (3) Any Structure other than a Tower that, at the time the relevant application is filed with the City under this section, supports or houses equipment described in paragraphs (1)-(2) above and has been previously reviewed and approved by the City.
Beacon	Any light with one or more beams directed into the atmosphere or directed at one (1) or more points not on the same Building site as the light source, or any light with one (1) or more beams that rotate or move.
Bed & Breakfast	A house, or portion thereof, where short term lodging rooms, with or without meals, are provided for compensation.
Best Management Practices (BMPs)	See City Code Chapter 17.
Block	A parcel or parcels of land entirely surrounded by Streets, Streams, railroad rights-of-way, parks or other public spaces or by a combination thereof.
Block Face	One side of a block.
Block Feeder Aisle	An access drive that feeds vehicles into blocks of parking stalls lying along both sides of the aisle.
Board of Adjustment	The Board established pursuant to Alabama Code, section 11-52-80 (1975) as amended.
Boat Building	Establishments primarily engaged in Building or manufacturing boats, defined as watercraft not built in shipyards and typically of the type suitable or intended for personal use. Examples of boats include dinghies, heavy-duty inflatable rubber or inflatable plastic boats, rigid inflatable boats (RIBs), motorboats (inboard or outboard), rowboats, sailboats and yachts.
Boat Storage Facility	An establishment where recreational vessels or other watercraft are stored out of water, by one or more of the following methods: (1) on boat trailers on a paved or unpaved surface; (2) on individual boat racks; or (3) on multi-story boat racks.

Brew Pub	An establishment licensed as and meeting the qualifications of a Brew Pub under the state alcoholic beverage control laws, including Title 28, Chapter 4A of the Code of Ala. 1975, as amended.
Broadcast Transmission Facility	Towers, broadcast antennas, satellite dishes, associated buildings, and all equipment cables and hardware used for the purpose of or in connection with the transmission of television or radio broadcast programming.
Broadcast Studio	A building or part of a building used for the production of television or radio programming without Towers, broadcast antennas, or satellite dishes on the site.
Building	Any covered Structure intended for the shelter, housing or enclosure of persons, animals or chattels. Unless otherwise indicated, a "Building" refers to any part of a Building.
Building & Landscaping Materials Supplier	A business that sells Building or landscaping materials where the majority of sales are wholesale transactions to other firms, not retail sales.
Building Frontage	The width of a Building Facade that faces a Street.
Building Frontage Percentage	The percentage of the width of a lot that is required to be occupied by the Building 's primary Facade.
Building Height	The vertical distance from grade to the highest finished roof surface in the case of flat roofs, or to a point at the average height of roofs having a pitch of more than one (1) foot in four and one-half (4½) feet. In the O-SH and DDD, the vertical extent of a Building measured in stories, from finished grade.
Building Maintenance Services	An establishment providing carpet cleaning, exterminator, janitorial services, upholstery, painting and paper hanging or rug cleaning; does not include Building contractors with outside storage.
Building Plan	A specific plan, drawn to a standard architectural scale, detailed sufficiently to illustrate the height and area of the Building (s); floor plans and occupant load(s); elevations, materials and architectural details; and any other information necessary to document compliance with the provisions of this Chapter.
Building Setback Line	The line indicating the minimum horizontal distance between the Street line and the face of Building s.
Building Site	The land occupied or to be occupied by a Structure and its accessory Structures and including such Open Spaces, Yards, minimum area, off-Street parking facilities and off-Street truck loading facilities as are required by this Chapter; every Building Site shall abut upon a Street for at least twenty-five (25) feet.
Build-To Zone	A Build-To-Zone is a range of allowable distances from the front property line that the Building shall be built to, in order to create a moderately uniform line of Building s along the Street.
Business College/ Technical School	A nonacademic establishment offering courses such as secretarial, computer and data processing, drafting, electronic repair including radio/TV repair, commercial art, cosmetology, allied health care, real estate, banking and restaurant operation. Instruction may also include vocational training such as welding and metal fabrication courses, automobile body and engine repair, construction equipment operation, Building trades, truck driving, mechanical and electrical equipment/appliance repair.
Business Support Services	Includes blueprinting, printing, graphics, photostatting, copying, packaging, labelling and similar services. "Printing" and "graphics" means a business engaged in the custom design and/or reproduction of written or graphic materials. Typical processes include computerized design and printing, photocopying, and facsimile sending and receiving.
Caliper	Diameter of a tree trunk. Caliper is used to determine the minimum size of trees planted to fulfill the landscaping and tree preservation requirements. Caliper is measured as follows: Diameter less than four (4) inches is measured six (6) inches above ground; diameter between four (4) and twelve (12) inches is measured twelve (12) inches above ground.

Camouflage	Any Tower or Telecommunications Facility which is designed to minimize a visual impact and to blend into the surrounding environment. The term "camouflage" does not necessarily exclude the use of uncamouflaged lattice, guyed or monopole Tower designs.
Canopy	A rigid Structure over which a covering is attached that provides weather protection and is supported by the Building to which it is attached, and which may or may not be attached to the ground at the outer end by at least one column or post.
Car Wash	A facility where the primary or secondary function is washing automobiles, pick-up trucks and small vans, but not trailers or commercial trucks. Mechanical production line methods or self-service equipment may be used. A car wash may also function as an accessory use to an automobile service station or other primary use. It does not include the additional activities permitted in "auto and truck repair".
Caretaker or Guard Dwelling	An accessory dwelling unit on a non-residential site.
Cemetery / Mausoleum	A place dedicated to and used or intended to be used for the permanent interment of human or animal remains. It may be either land or earth interment; a mausoleum for vault or crypt entombment; a Structure or place used or intended to be used for the interment of cremated remains, including columbaria; cryogenic storage; or any combination of one or more thereof.
Certificate of Appropriateness	Certificate issued by the Architectural Review Board or Historic Development staff specifying approved work.
Channel	A natural or artificial open watercourse with a definite bed and banks that conducts continuously or periodically flowing water.
Chapter	Refers to Chapter 64 – "Zoning"- of the City Code.
City Council	The governing body of the City of Mobile.
Civic Building	A Building designed specifically for a civic function. Civic Building s include but are not limited to municipal Building s, churches, libraries, schools, recreation facilities and places of assembly.
Civic Space	Open Spaces that are strategically placed to serve a community function. Civic Spaces may be used for active or passive activities, and commonly include manicured green spaces, naturalistic green spaces, parks, squares, hard-scaped plazas, playgrounds or community gardens. Civic Building s may be located within Civic Spaces.
Clinic, Dental or Medical	A Building in which a group of physicians, dentists and allied professional assistants are associated for the purpose of carrying on their profession; the clinic may include a dental or medical laboratory, or out-patient surgery, but shall not include overnight stays associated with surgical procedures. Examples include medical offices, laboratories or facilities for medical, optical, orthotic, prosthetic, psychiatric, physiotherapy, surgical or dental laboratory services, photographic, analytical or testing services.
Club or Lodge (Private)	A non-profit association of persons which owns, rents or leases a Building for the exclusive use of its members and guests. This does not include collegiate fraternities or sororities.
Coal	All solid fossil fuels classified as anthracite, bituminous, subbituminous or lignite by the American Society of Testing and Materials in ASTM D388 .
Coal Handling Facility	Any Building, Structure or site used to grind, crush, pick, screen, convey, store or stockpile coal in order to prepare it for transportation or sale on the market.
Collocation	The act of siting Telecommunications Facilities on an Existing Structure without the need to construct a new support Structure and without a substantial increase in the size of the Existing Structure. The attachment of facilities to Existing Structures constitutes collocation regardless of whether the Structure or the location has previously been approved for wireless facilities.
Colonnade	A roofed Structure, extending over the sidewalk and open to the Street except for supporting columns or piers.
Commercial Message	Any sign wording, logo or other representation that, directly or indirectly, names, advertises or calls attention to a business, product, service or other commercial activity.
Community Garden	A site operated and maintained by a formal or informal organization or the public to cultivate trees, herbs, fruits, vegetables, flowers or other ornamental foliage for personal use, consumption, donation or off-site sale for a charitable or non-profit organization.

Community Residence	A residential living arrangement for up to ten (10) unrelated individuals with disabilities living as a single functional family in a single dwelling unit who are in need of the mutual support furnished by other residents of the community residence as well as the support services, if any, provided by the staff of the community residence. Residents may be self-governing or supervised by a sponsoring entity or its staff, which provides habilitative or rehabilitative services, related to the residents' disabilities. A community residence seeks to emulate a biological family to normalize its residents and integrate them into the surrounding community. Its primary purpose is to provide shelter in a family-like environment; treatment is incidental as in any home. Supportive inter-relationships between residents are an essential component. A community residence shall be considered a residential use of property for purposes of all zoning, Building and property maintenance codes. The term does not include any other group living arrangement for unrelated individuals who are not disabled nor residential facilities for prison pre-parolees or sex offenders. Community residences include functional family sober living arrangements also known as recovery residences.
Community Residence, Family	A relatively permanent residential living arrangement for unrelated people with disabilities, with no limit on how long a resident may live in the home. The length of tenancy is measured in years. See Article 5.
Community Residence, Transitional	A relatively temporary residential living arrangement for unrelated people with disabilities, with a limit on length of tenancy that is measured in weeks or months, not years. See Article 5.
Community Supported Agriculture	An area of land managed and maintained by an individual or group of individuals to grow and harvest food and/or horticultural products for shareholder consumption or for sale or donation. This can include limited animal husbandry and associated products.
Completely Enclosed Structure	A Building enclosed by a permanent roof and by solid exterior walls pierced only by windows and customary entrance and exit doors.
Composting Facility	A facility where solid waste organic materials are biologically decomposed through an aerobic (or oxygen rich) process for the purpose of waste reduction. Includes any "composting or compost plant" as defined by Code of Ala. § 22-27-2.
Comprehensive Plan	The comprehensive plan made and adopted by the Mobile City Planning Commission, as provided by law, for the physical development of the City of Mobile and surrounding area; the term includes any unit or component part of such plan and any amendment to such plan or part thereof when adopted. In this Chapter, the “Comprehensive Plan” refers the documents titled “Map for Mobile” as adopted by the Planning Commission on November 15, 2015, as amended, and for purposes of the Zoning Regulations, the “Future Land Use Plan” as adopted by the Planning Commission on May 18, 2017, as amended.
Concept Plan	A generalized plan showing proposed location of different components of the proposed development. The plan includes the location of proposed uses, landscape areas and buffers, pedestrian and vehicle circulation, site access and the relationship of the proposed development to the surrounding area.
Conservation Area	A land area designated to remain as open space or recreation area.
Conservation Development	A development option that preserves open space, natural resources and rural character.
Construction Laydown Yard	A temporary area used for the storage of construction materials, supplies, equipment, tools, stock piling and recycling of useable construction materials and other items as permitted including temporary storage containers, construction trailers and temporary office trailers.
Contractor With Storage Yard	Offices of a contractor with on-site outside storage of equipment, materials, supplies, and/or vehicles.
Convenience Store	An establishment that retails a limited line of goods that generally includes milk, bread, soda and snacks.
Copy	The characters, letters or illustrations displayed on a sign.

Correctional Facilities	A facility where persons are detained pending adjudication or confined under criminal sentences. Examples include penitentiaries, jails, major correctional facilities, community based facilities, community work centers or juvenile detention facilities.
Cottage Court	A single lot that includes detached single-family dwellings or duplexes arranged around a Courtyard or open space.
Courier, Messenger & Delivery Services	Establishments primarily engaged in providing air, surface or combined mode courier services, express delivery services of parcels or local messenger and delivery services of small items, with local pick-up and delivery. Examples include air courier services, express delivery services; local delivery services for letters, documents, or small parcels; grocery delivery services (i.e., independent service from grocery store) or restaurant meals delivery services.
Courtyard	A plaza like space that includes entrances to abutting Buildings and is enclosed by Buildings on at least two sides.
Courtyard Building	A Building that occupies the boundaries of its lot while internally defining one or more private patios.
Coverage	The percentage of a property that is covered by Building s and other roofed Structures. "Coverage" refers to Building coverage, unless otherwise indicated.
Crematorium	The Building or portion of a Building that houses the chamber for cremation and the holding facility. May be an Accessory Use for Funeral and Interment Services.
Crosswalkway	A right-of-way between property lines, which provides pedestrian access but no vehicular access to adjacent properties.
Cultural Facility	An institution engaged primarily in the arts, sciences or the performing arts that are open to the public. Examples include performing arts centers, theaters, facilities for dances and events, museums, historical sites, libraries/reading rooms, zoos, aquariums, botanical gardens and observatories.
Data Processing, Hosting, & Related Services (Including Data Centers)	Establishments that provide infrastructure for hosting or data processing services.
Day Care Center, Child	A child day care facility, which receives children for care during any part of the 24-hour day.
Day Care, Adult	An establishment that provides care for any portion of a 24 hour day for eligible adults 18 years of age and older.
Day Care, Child, (Home Based)	A child day care facility, located in a residential Structure occupied by the day care operator, which receives on a regular basis not more than six children for care during part of the 24-hour day.
Day Labor Service	Any Building or premises that serves as a staging point or gathering place for persons who are seeking immediate employment in daily labor activities and who accept or are assigned employment in accordance with whatever employment is available on that particular day. For purposes of this definition, "day labor" means manual labor, such as construction cleanup, garbage pickup and removal, demolition, convention setup and takedown, landscaping, planting and digging.
Development	The act of installing site improvements and Building Structures, or all improvements and Building Structures located on a site.
Diameter at Breast Height (DBH)	The measurement of the width of the trunk of the tree at four and one-half (4½) feet above the existing grade. For multi-trunk trees the DBH shall be the sum of the diameter of the trunks.
Director	The Director of the Planning Department or their designee.
Disability	A physical or mental impairment that substantially limits one or more major life activities. This includes people who have a record of such an impairment, even if they do not currently have a disability. It also includes individuals who do not have a disability but are regarded as having a disability. People with disabilities do not include individuals who are currently using alcohol, illegal drugs or using legal drugs to which they are addicted, nor individuals who constitute a direct threat to the health and safety of others.

Disability Glare	The reduction in visibility caused by intense light sources in the field of view
Disciplinary Care Facility	A transitional residential facility for youth or adults, including parole-based facilities, boot camps, halfway houses, etc., where residents are placed by criminal court order or action.
Display Area	The exterior area or surface of a sign on which is placed the copy.
Dormitory, Fraternity or Sorority House	A Building, located off-campus, maintained by a college or university and exclusively housing students and their families, or a Building, located off-campus housing students affiliated with a regularly organized college or university fraternity or sorority.
Drip Line	The circumference of the tree's natural, unaltered canopy extended vertically to the ground.
Drive-Thru	Any business establishment providing automobile Drive-Thru service or window facilities, including but not limited to banks, dry cleaners, restaurants, car washes and drug stores.
Driveway	A vehicular lane within a site, often leading to a parking area or garage.
Dumpster	A container used for the temporary storage of garbage, rubbish and like materials pending collection, and having a capacity of at least 1 cubic yard.
Dwelling Unit	One (1) or more rooms in the same Structure, connected together and constituting a separate, independent housekeeping unit for permanent residential occupancy and with facilities for sleeping, bathing and cooking.
Dwelling, Multi-Family	A Building containing three (3) or more dwelling units and used for residential purposes by three (3) or more families living independently of each other. It includes any form of family occupancy, including traditional or non-traditional households, elderly housing or retirement housing. The units may be integrated horizontally and vertically, or with two (2) units stacked vertically and separated from adjacent units by a party wall (sometimes called "stacked flats"). Examples include apartments or flats.
Dwelling, Single-Family	A Building containing only one (1) dwelling unit and used for residential purposes exclusively by one (1) family. This includes any factory-built dwelling unit constructed to the standards of the City's Building Code (typically referred to as a "modular home").
Dwelling, Two-Family (Duplex)	A Building containing two (2) dwelling units and used for residential purposes by two (2) families living independently of each other.
Electric Substation	A facility that regulates voltage of electricity prior to distribution to customers.
Electric Transmission Line	An electric line carrying high voltage electricity to substations.
Eligible Facilities Request	Any request for modification of an existing Tower or Base Station that, within the meaning of the Spectrum Act, does not substantially change the physical dimensions of the Tower or Base Station and involves (1) the collocation of new transmission equipment, (2) the removal of transmission equipment or (3) the replacement of transmission equipment.
Emergency Refuge	Temporary accommodation for victims of domestic violence, abuse, sexual assault or child abuse.
Emergency Shelter	Short term shelter for persons that are homeless, or runaway youths.
Encroach	To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the public frontage or above a height limit.
Encroachment	Any structural element that encroaches.
Engineering Plans	The drawings on which the proposed subdivision improvements are shown and which, if approved, will be used for construction of the improvements.
Enhanced Scrutiny Area (ESA)	(A) All properties located within an I-2 district and lying north of Bay Bridge Road and New Bay Bridge Road; and (B) All properties located within an I-2 district and lying south of Bay Bridge Road and New Bay Bridge Road, west of the Mobile River and Mobile Bay, east of a line extending southerly along St. Stephens Road to Broad Street to Interstate 10 to Michigan Avenue, and north of Avenue C as extended to Mobile Bay.

Enlargement	As it relates to an Adult Entertainment Business an increase in the size of the Building, Structure or premises in which the Adult Entertainment Business is conducted by either construction or use of an adjacent Building or any portion thereof whether located on the same or an adjacent lot or parcel of land.
Entertainment Facility or Event Venue	An establishment where the primary source of revenue is derived from live or recorded performances shown or played for the amusement of an audience. Examples include auditoriums, music clubs, carnivals, circuses and reception or banquet halls.
Exhibition, Convention, or Conference Facility	A facility used for assemblies or meetings of the members or representatives of a group, such as convention centers. This does not include clubs, lodges, community meeting facilities or other meeting facilities of private or non-profit groups that are primarily used by group members.
Existing Structure	A previously erected Support Structure or any other Structure, including, but not limited to, Building s and water tanks, to which Telecommunications Facilities can be attached.
Facade	The exterior wall of a Building that faces the frontage.
Family	Two or more persons living together and interrelated by bonds of consanguinity, marriage or legal adoption, and/or a group of persons not more than four in number who are not so interrelated, occupying the whole or part of a dwelling as a single housekeeping unit that shares common living, sleeping, cooking and eating facilities. Persons placed in foster care shall be deemed to be related to and a member of the family for the purposes of this definition. A family does not include any society, nursing home, club, boarding or lodging house, dormitory, fraternity or sorority.
Fence	A barrier made of wood, metal or other materials.
Financial Institution	A federal or state chartered bank, credit union, mortgage lender or savings and loan association.
Flag	Any fabric or other material containing distinctive colors, patterns or symbols. A flag is attached to a permanent pole, supporting Structure or a Building. Flags are not considered banners.
Float	A vehicle with platforms used to carry exhibits and/or riders.
Float Barn	A Building where floats are assembled or stored, and that may also host special events relating to Mardi Gras or similar parades where the floats are displayed. "Parade" has the meaning assigned in Chapter 49, Article III of the City Code.
Food Market	A Structure or place where agricultural produce is brought for the purpose of retail sales from vehicles, temporary stands or stalls. These include more than one seller per parcel of land. Examples include farmers markets, seafood markets and mobile markets.
Food Preparation	A business that prepares food and beverages for off-site consumption, including delivery services. Examples include catering shops, bakeries with on-site retail sales, and the small-scale production of specialty foods (such as sweets). This classification excludes food production of an industrial character.
Food Sales	An establishment for retail sales of food and beverages for off-site preparation and consumption. Examples include grocers/supermarkets, specialty food and beverage stores, fruit and/or vegetable stands, butcher shops, delicatessens, dairy product sales, food cooperatives or convenience markets. This category may also include large-scale stores that sell food items and beverages in bulk. Liquor sales are not included in this use.
Foot Candle	A unit for measuring illumination that equals one (1) lumen per square foot.
Foster Care, Adult or Child	Service provided for children or adults in need of care, in a residence occupied by the foster care operator, subject to compliance with the requirements of the Alabama Department of Human Resources. This use type does not include a group home.
Freight Depot	Distribution facilities upon which storage and warehousing of cargo is incidental to the primary function of freight shipment, and not to include any display of goods for either retail sale or wholesale. Includes both railway and truck freight transfers.
Front Setback	The distance from the frontage line to the point where a Building may be constructed. This area shall be maintained clear of permanent Structures with the exception of permitted encroachments.

Frontage	The portion of a site which faces a Street right-of-way or Civic Space.

Frontage, Building	The Facade of a Building that faces a Street, Civic Space or parking area.
Frontage, Lot	That part of a lot or parcel that adjoins a Street or Civic Space.
Fuel Distribution	A facility dedicated to the wholesale or commercial fuel storage and distribution, including petroleum, biodiesel, propane, butane, natural gas, or other similar fuels, to vehicles, machinery or heavy equipment. This does not include auto service stations.
Funeral & Interment Services	Any place or premises subject to regulation under Alabama Code Title 34, Chapter 13, and applicable Regulations adopted by the Alabama Board of Funeral Services that is devoted to or used in the care and preparation for burial of the body of a deceased person or maintained or held out to the public by advertising or otherwise as the office or place for the practice of funeral directing, embalming or cremation.
Future Land Use Plan	A component of the Comprehensive Plan that serves as the primary guide to the future physical development of the City of Mobile. The map and its corresponding land use designations describe the desired types, intensity and spatial arrangement of the City's land uses to achieve the vision described in the Comprehensive Plan. In this Chapter, "Future Land Use Plan" refers to Appendix G in "Map for Mobile," as adopted by the Planning Commission on May 18, 2017, as amended.
Gallery	A platform attached to the Building, typically extending over a sidewalk, which is supported from the ground by light-weight columns or other form of structural support. A gallery may be multiple floors and may have a roof.
Garage or Yard Sale	A temporary event where miscellaneous used household items are sold from a residential lot.
Garden Supply	An establishment which sells trees, shrubs, lawn and garden supplies and plants, as well as prepackaged soils and landscape materials. Includes limited propagation of plants, as an accessory use.
Garden Wall	A freestanding wall along the property line dividing private areas from Streets, rear lanes, or adjacent lots.
Gasoline Sales	An area used for retail sales of fuels or oils. This use may have storage tanks and pumps, auto service facilities conducted inside the Building or an accessory car wash.
Government Street Corridor	All lots having real property frontage along Government Street from Broad Street to Dauphin Island Parkway.
Green	An exterior open space primarily composed of landscape areas.
Green Infrastructure	Systems and practices that use or mimic natural processes to dissipate, infiltrate or reuse stormwater or runoff on the site where it is generated.
Greenhouse	A Structure providing protection from weather, used to grow plants.
Greenway	A linear series of areas, typically including natural features and parklands, usually connected by a trail system.
Gross Floor Area	The sum of the gross horizontal areas of the several floors of a Building, including interior balconies and mezzanines, and any exterior open porches or galleries which serve as an extension of those activities conducted within the enclosed Structure; all horizontal dimensions shall be measured between the exterior faces of walls, including the walls or railings of roofed porches. The gross floor area of a Building shall include the floor area of accessory Building s on the same Building site, measured the same way.
Ground Passenger Transportation	Establishments that provide passenger transportation by bus, charter bus, automobile, limousine, van or shuttle. Examples include charter bus, special needs transportation, taxicab Owner/operators, taxicab fleet operators or taxicab organizations. Includes fleet services that store, maintain, repair, fuel and service two or more vehicles owned by a single entity.
Group Feeder Aisle	Gives access to individual parking spaces.
Group Home	A facility providing seven days a week residential and habilitative services with or without resident staff to persons with disabilities, as defined by the Americans with Disabilities Act.

Grubbing	The effective removal of understory vegetation that is not greater than three (3) inches DBH.
Hardened Shoreline	A bank along a waterbody that is stabilized through impervious cover, armoring, gabions, riprap, vertical bulkhead, retaining wall or other hardened Structures.
Hardware / Home Improvement Stores and Building Materials	Retailing, wholesaling or rental of residential Building supplies or equipment. Examples include lumberyards, hardware/home improvement sales and services, paint sales, heating and plumbing equipment, tool and small equipment sales or rental establishments.
Hazardous Substance	A substance is considered hazardous when it has one of the following characteristics: flammable, explosive, corrosive, toxic, radioactive or if it readily decomposes into oxygen at elevated temperatures. Includes any substance included on the "List of Hazardous Substances and Reportable Quantities," codified as 40 CFR Part 302, Table 302.4, in force and effect on the effective date of this Ordinance and subsequent revisions thereof, and any substance listed on the "List of Extremely Hazardous Substances and Their Threshold Planning Quantities," codified as 40 CFR Part 355, Appendix A, in force and effect on the effective date of this Ordinance and subsequent revisions thereof.
Hazardous Substance Storage Tank	A site which has at least one above ground storage tank with a capacity of ten thousand (10,000) gallons or more used to store any hazardous substance. Also refer to Article 4.
Hazardous Waste	Those wastes defined in, and regulated under, the Alabama Hazardous Wastes Management and Minimization Act of 1978, as amended (Ala. Code Title 22, Chapter 30), or ADEM Admin. Code 335-14.
Hazardous Waste Disposal	Any site used for the storage, treatment or disposal of hazardous waste or medical waste. Includes any "facility" or "hazardous waste management facility" as defined by Ala. Administrative Code §335-14-1-.02, and any "medical waste facility" as defined by ADEM Admin. Code 335-17-1-.02.
Hazardous Waste Transfer	A collection and transportation facility where hazardous or medical waste is received and processed for transportation to another place for recycling, re-use, incineration or final disposal. Includes any "transfer facility" as defined by ADEM Admin. Code 335-14-1-.02.
Health/Fitness Club	An establishment that offers exercise or weight control facilities and programs, whether or not the business provides any other service. Examples include gymnasiums, martial arts schools, gymnastics schools, weight control establishments/reducing salons, health clubs, health spas, swimming pools, handball facilities, racquetball or tennis club facilities, tanning facilities, fitness facilities and yoga or workout studios.
Heavy Duty Commercial Vehicles	Any vehicle exceeding fourteen thousand (14,000) GVWR and utilized commercially.
Heavy Truck/Farm Equipment/ Construction Equipment Dealer	A facility for the sale or rental of heavy trucks, farm equipment or construction equipment. For purposes of this definition, a "heavy truck" means a vehicle more than fourteen (14,000) GVWR.
Hedge	A vegetative boundary formed by bushes, shrubs, or climbing vines spaced less than three (3) feet apart.
Heliport/ Miscellaneous Air Transportation	Facilities intended solely for vertical takeoff and landing of aerial vehicles or miscellaneous transportation vehicles for scenic purposes such as balloons.
Heritage Tree, Credit or Compliance	Any tree planted or claimed for credit for compliance with this Chapter or tree planting and landscaping requirements of the City.
Heritage Tree, Existing	Any of the following trees which is at least twelve (12) inches DBH: bald cypress *(Taxodium distichum)*, hickory (*Carya spp.*), longleaf pine (*Pinus palustris*), magnolia (*Magnolia spp.*), oak (*Quercus spp.*) excluding water oak (*Quercus nigra*), river birch (*Betula nigra*), sweet gum (*Liquidambar styraciflua*), sycamore (*Platanus occidentalis*) and yellow poplar (*Liriodendron tulipifera*). For trees located in a local Historic District, the definition of a Heritage Tree shall be amended to reduce the size to eight (8) inches DBH.

Historic District	A geographically defined area designated by the City Council pursuant to Chapter 44 of the Mobile City Code.
Historic District Guidelines	The general design standards applicable in considering the granting and denial of Certificates of Appropriateness adopted by the Architectural Review Board pursuant to Chapter 44, of the City Code.
Historic District Overlay Boundaries (HDOB)	All property located within the boundaries of a locally designated Historic Districts and any Historic Districts hereafter designated by the City Council pursuant to Chapter 44 of the Mobile City Code.
Historic Markers	Any sign indicating historic significance as awarded or recognized by the MHDC.
Home Occupation	An accessory use of a dwelling conducted entirely within the enclosed dwelling, employing only the residents of the dwelling, is clearly incidental and secondary to the residential occupancy and does not change the residential character of the property, and is subject to the criteria set forth in Article 4.
Hospital	An institution providing health services, primarily for in-patients, and medical and surgical care of the sick or injured, including as an integral part of the institution, such related facilities as laboratories, out-patient departments, training facilities, central service facilities and staff offices.
Hotel/Motel	A Building containing guest rooms in which lodging is provided, with or without meals, for compensation, and which is open to transient guests or permanent guests, or both.
Industrial Launderer	A business that provides cleaning, washing, or similar services to industrial, manufacturing, medical or business establishments. Examples include commercial launderers that launder and dry clean clothing and other fabric articles in bulk quantities, such as cleaning services for hospitals, restaurants, hotels and similar clients, or rug and dry-cleaning plants.
Junkyard	Any establishment or place of business which is maintained, operated or used for storing, keeping, buying or selling junk or for the maintenance or operation of an automobile recycler. This includes any Junkyard (other than a sanitary landfill), automobile recycler or scrap processor, (including any scrap tire facility as defined by ADEM Admin. Code 335-4-1-.01) as defined by Code of Alabama §23-1-241.
Land Clearing	Those operations where trees and vegetation are removed and which occur previous to the construction of Building; e.g., road right-of-way excavation or paving, lake and drainage system excavation, utility excavation, grubbing and any other necessary clearing operations.
Landscape Material	Living plant material which shall include, but not be limited to, trees, shrubs, flowers, vines, lawn grass and other ground cover; natural features and areas; and nonliving durable material commonly used in landscaping which shall include, but not be limited to, rocks, pebbles, sand, mulch, wood chips, exterior lighting fixtures, planters, fountains, reflecting pools, works of art, walkways, Fence s, walls, benches and other types of appropriate outdoor furniture. Nonliving landscape material shall not include artificial or synthetic material in the form of trees, flowers, shrubs, vines or ground cover.
Landscaped Area	An area which shall consist of landscape material, as defined, such that the use of living landscape material predominates over the use of nonliving landscape material.
Laundry/Dry Cleaning Pick-Up Station	Establishments that accept from the public clothes or other materials to be laundered or dry-cleaned. The laundering or dry-cleaning work is done by a laundry or dry-cleaning establishment that is not on the premises of the pick-up station.
Lawn	An expanse of grass or low ground cover (for frontage type, located between the Building and the sidewalk).
Life Care or Continuing Care Services	A facility that is not a single-family residence that provides residential accommodations and personal assistance to residents who depend on the services of others by reason of age or disability; including but not limited to nursing or convalescent homes, hospices or assisted living facilities. This use does not include an establishment which provides care only during the day, or a halfway house for recovering alcohol and drug abusers.

Light Fixture, Full Cut-off	A luminaire or light fixture that, by design of the housing, does not allow any light dispersion or direct glare to shine above 90-degree horizontal plane from the base of the fixture.
Light Loss Factor (LLF)	The ratio of illuminance for a given area to the value that would occur if lamps operated at their (initial) rated lumens and if no system variation or depreciation had occurred. Components of this factor can be either initial or maintained. Also known as "maintenance factor."
Linen/Uniform Supply	Establishments that supply laundered items, such as table and bed linens; towels; diapers; and uniforms, gowns, or coats of the type used by doctors, nurses, barbers, beauticians and waitresses.
Liner Building	A Building or portion of a Building specifically designed to mask a parking lot, parking Structure, or other large-footprint use from a right-of-way or Civic Space.
Live/Work Dwelling	A principally residential Building that includes an office, studio or other commercial use and a single dwelling unit occupied by the Building Owner. A live-work unit allows a broader range of commercial and production-type uses and more non-residential floor area than a home occupation. In addition, a live-work unit may be designed as a townhouse or with a storefront or other commercial design configuration at the ground level, while a home occupation occurs in a Building that is designed as a residence. A Live/Work Dwelling is generally limited to a single dwelling unit and a single business.
Loading Dock	An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron and maneuvering room.
Lot	Any piece or parcel of land or a portion of a subdivision, the boundaries of which are established by some legal instrument of record that is recognized and intended as a unit for the purpose of transfer of Ownership.
Lot Coverage	See "Building Coverage."
Lot of Record	A lot which is part of a subdivision, the plat of which has been recorded in the Office of the Probate Court of Mobile County, or a lot described by metes and bounds, the description of which has been recorded in the Office of the Probate Court of Mobile County prior to the date of annexation or 1952.
Machinery & Equipment Rental & Leasing	Establishments primarily engaged in renting or leasing machinery and equipment for use in business or industrial operations. These establishments typically cater to a business clientele and do not generally operate a retail-like or store-front facility. Examples include the sale or leasing of farm equipment and supplies, heavy equipment, office furniture or equipment, machinery tools (construction equipment sales and service) or off-highway transportation equipment.
Machinery & Heavy Equipment Sales & Service	The retail sales and accessory repair of construction, agriculture, excavation and similar machinery and equipment, including tractor-trailers.
Major Aisle	Provides major circulation within a parking facility.
Manufactured Home Dealers	Establishments primarily engaged in retailing new and/or used manufactured homes or mobile homes, parts and equipment.
Manufactured Housing Land Lease Community	Any plot of ground on which two (2) or more mobile homes are located for long-term occupancy (for periods of thirty (30) days or more) for use as dwellings. Manufactured home land lease communities are not occupied by travel trailers. Includes customary accessory Building s or uses such as clubhouses, laundries or management and sales units.
Manufactured or Mobile Home	A factory-built dwelling unit constructed to the standards and codes promulgated by the United States Department of Housing and Urban Development (HUD), under the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. §5401 et seq., as amended. A Mobile Home is a home that was manufactured in a factory prior to June 15, 1976 and was not built to HUD standards.

Manufacturing, General	Manufacturing of products, from extracted or raw materials, recycled or secondary materials or bulk storage and handling of those products and materials. These include apparel (including clothing, shoes, dress making), brooms, caskets, food/baking (including coffee roasting, creameries, ice cream, ice, frozen food, confectionery, and beverage), tobacco products, fasteners and buttons, gaskets, leather and allied products, medical equipment and supplies, mill work and similar woodwork, mattresses, musical instruments, novelties, office supplies, printing and print supplies, signs, sporting goods, textiles (including dyeing, laundry bags, canvas products, dry goods, hosiery, millinery) and toys. It also includes incidental finishing and storage. Goods or products manufactured or processed on site may be sold at retail or wholesale on or off the premises. This does not include any activity listed under Intensive Manufacturing. See Appendix A for Manufacturing Definition within the Downtown Development District.
Manufacturing, Hazardous Materials	Manufacturing or use of Hazardous Substances including but not limited to chlorine, corrosive acid, fertilizer, acetylene, insecticides, disinfectants, poisons, explosives, petroleum products, coal products, plastic and synthetic resins, manufacturing or refining of oil and gas products. See Appendix A for Manufacturing Definition within the Downtown Development District
Manufacturing, Intensive	Manufacturing of paper, rubber, cosmetics, drugs, nonmetallic mineral products (such as concrete and concrete products, glass), fabricated metal products (including electroplating, hardware), primary metals, cement, lime, gypsum or plaster-of-Paris, paint, lacquer, varnish, electrical equipment, appliances, batteries, and machinery. This group also includes smelting and animal slaughtering. See Appendix A for Manufacturing Definition within the Downtown Development District.
Marina	A facility that includes docks, piers, floats, mooring devices or other appurtenances designed and used to secure, store, service, repair, fuel, berth and launch boats and other personal watercraft. This may include the sale of fuel and incidental supplies for boat Owners and guests as well as the sale and chartering of boats.
Marine Cargo and Freight Handling	Establishments that provide stevedoring, water transportation for cargo, warehousing, storage or other marine cargo handling services, including deep sea transportation of cargo; this does not include Coal Handling Facilities or operations.
Marine Passenger Transportation	Establishments that provide passenger transportation, including deep sea or inland transportation to United States or foreign ports, harbor or coastal scenic and sightseeing. This includes accessory Pier, dock, wharf or jetty facilities.
Marine Salvage	Recovery of damaged marine vessels and cargo, as well as the dismantling of ships, barges, drilling rigs and other large-scale marine equipment.
Marine Supply and Chandlery	Establishments that provide goods and services for commercial vessels.
Marquee	A permanent roofed Structure, attached to and supported by a Building.
Mechanical Equipment	Equipment necessary for the proper functioning of Building systems, such as electrical (including electric meters), gas meters, water meters, exhaust fans, HVAC equipment, permanently mounted generators and heating equipment.
Media Production	Establishments such as studios, back lots and sound stages that produce, manufacture or arrange for the manufacture of motion pictures, videos, television programs, television commercials or music and sound recordings.
Medical Waste	A solid waste or combination of solid wastes which because of its infectious characteristics may either cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or pose a substantial present hazard or potential hazard to human health or the environment when improperly treated, stored, transported, disposed or otherwise managed. Includes any infectious solid or liquid waste from a medical waste generator, as defined in ADEM Admin. Code 335-17-1.
Mining & Quarrying	The extraction of metallic and nonmetallic minerals, including sand and gravel pit operations.
Minor Street	A Street of limited continuity which serves or is intended to serve the local needs of a neighborhood.

Mitigation	Measures that protect, restore, or enhance a Stream, water body or buffer to compensate for or reduce the adverse impacts of development or redevelopment adjacent to a Stream, creek, river, water body or buffer.
Mixed Use	Multiple functions within the same Building through multiple floors or adjacency, or in multiple Building s by adjacency.
Mixed Vegetation Frontage	A site frontage type providing a combination of ground cover, flowers, trees and shrubs located between the Building and the sidewalk
Mobile Tree Act	The common name of the local law enacted by the Alabama State Legislature (Act. No. 929, Acts of Alabama, 1961 Regular Session), as amended, for the purpose of protecting the trees on both public and private property within the incorporated areas of the City.
Mobile Tree Commission ("MTC")	The entity designated by the Alabama State Legislature to enforce the Mobile Tree Act.
Mobile Vendor	Any person who sells or offers to sell, from a vending vehicle or trailer.
Modular Dwelling	A residential Structure built in a factory to the International Residential Code or International Building Code as applicable. The Structure or portions of the Structure are then assembled on site to create one or more dwelling units. A modular dwelling is considered a standard residential Structure for land use purposes.
Mural	Any graphic painted or otherwise applied directly or indirectly on an exterior wall or to a panel attached to an exterior wall.
Natural Area	Areas established for the protection of natural attributes of local, regional and statewide significance, which may be used in a sustainable manner for scientific research, education, aesthetic enjoyment and appropriate use not detrimental to the primary purpose (other than wetlands as provided above). These areas are resource rather than user-based but may provide some passive recreational activities such as hiking, nature study and picnicking. Natural Areas may include Riparian Buffers, Floodplains or natural wetlands visible from walkways provided in and through the wetland.
Neighborhood Center Sub-District	One of sub-districts in the O-SH. This district is intended to consist of a mixture of uses, including neighborhood-serving retail, residential and civic. The neighborhood center is intended to serve the daily needs of residents located within surrounding residential neighborhoods. Building s may be attached or detached and are separated from the Street with wide sidewalks and regular Street tree planting. Building s may be separated from the sidewalk with small Street Yards.
Neighborhood General Sub-District	One of sub-districts in the O-SH. This district is intended to consist of a mixture of uses but primarily residential urban fabric. It may have a wide range of Building types and uses, including residential (in attached and detached Building s), Civic Buildings and limited retail including home occupations. Setbacks and landscaping are variable. This district has generous sidewalks and regular Street tree planting.
Night Club	Any club, business or establishment providing an on-going place of entertainment, including discotheques or similar establishments, either with or without payment. A Night Club does not include uses operated by public agencies or private non-profit or charitable organizations, such as religious youth centers, the boys' and girls' club or youth community centers provided for recreation or congregation.
Nit	Luminance is the measure of the light emanating from an object with respect to its size and is the term used to quantify electronic sign brightness. The unit of measurement for luminance is nits, which is the total amount of light emitted from a sign divided by the surface area of the sign (candelas per square meter (cd/m^2).
Nonconforming Site	A site or lot that lawfully exists on the effective date of this Chapter, subsequent amendment(s) or annexation, and does not conform to all of the regulations of the district in which it is located.
Nonconforming Structure	A Building or Structure that lawfully exists on the effective date of this Chapter, subsequent amendment(s) or annexation, and does not conform to all of the regulations of the district in which it is located.

Nonconforming Use	A use which lawfully occupies a Building or land on the effective date of this Chapter, subsequent amendment(s) or annexation, and which does not conform to the use regulations of the district in which it is located.
Nonconformity	Any use, site or Structure that was established prior to the effective date of this Chapter, subsequent amendment(s) or annexation, and does not comply with the standards of this Chapter.
Non-Store Retailers	Establishments that retail merchandise through online, mass media, telephone, mail or similar methods (infomercials, direct-response advertising, paper and electronic catalogs, door-to-door solicitation, in-home demonstration, selling from portable stalls, vending machines and similar methods). Examples include mail-order houses, vending machine operators, home delivery sales, door-to-door sales, party plan sales, electronic shopping, and sales through portable stalls (e.g., Street vendors).
Notch	A Setback in the wall plane at least three (3) feet deep and six (6) feet wide for the full height of the primary Facade.
Nursery/ Horticulture/ Farm Supply	A place for the propagation or sale of trees, shrubs, lawn and garden supplies, and plants. This classification includes bulk sale of seed and feed, landscape materials, soils and rental of landscaping equipment.
Nursing Home	A facility which provides chronic and/or convalescent care for not less than twenty-four (24) hours in any one (1) week to individuals not related by blood or marriage to the Owner and/or administrator. Chronic and convalescent care includes care given because of prolonged illness or defect, or during recovery from injury or disease, and shall include any or all of the procedures commonly employed in waiting on the sick, application of dressings and bandages, and carrying out of treatments prescribed by a physician.
Office	The use associated with a business or activity involving the transaction of general business but excluding retail, warehousing and manufacturing uses.
Offset	A horizontal wall plane offset of at least three (3) feet, extending for the full height of the primary Facade.
Oil	A petroleum or petroleum product whose storage is regulated under National Fire Protection Association ("NFPA") 30.
Oil & Gas Company (Drilling & Exploration)	Establishments that operate and/or develop oil and gas field properties. Activities may include exploration for crude petroleum and natural gas; drilling, completing and equipping wells; operating separators, emulsion breakers, desilting equipment and field gathering lines for crude petroleum and natural gas; and all other activities in the preparation of oil and gas up to the point of shipment from the producing property.
Oil & Gas Storage	A site which has at least one above ground oil or petroleum storage tank with a capacity of ten thousand (10,000) gallons or more used to store oil or gas. Also refer to Article 4.
Oil & Mining Support Activities	Establishments that support oil extraction or minerals mining, including exploration, sampling, excavating, drilling, surveying and similar activities. This includes oil field service companies and oil field supplies and machinery.
Open Space	An area typically composed of natural or modified outdoor areas.
Outside Storage	An area not located within a Structure where any material is kept for more than 24 consecutive hours.
Overstory Tree	A tree whose mature canopy height is at least thirty-five (35) feet
Owner	Any person, agent, operator, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the Probate Court of Mobile County as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.
Parapet	That portion of a Building wall that rises above the roof line.
Parking Facility	A parking lot or a parking garage offering parking to the public and that is the principal use of the premises.

Parking Garage	See Parking Structure.

Parking Lot	An area, other than a public Street or alley, devoted to unenclosed parking for operable vehicles.
Parking Structure	A Building containing one (1) or more stories of vehicular parking above or below grade.
Parking Surface	All areas of a parking lot intended for vehicle movement, circulation or parking, including parking spaces, aisles, fire lanes and maneuvering areas.
Parks	Exterior space, typically publicly owned, intended for active or passive uses including but not limited to playgrounds, sports fields, walking paths and un-programmed Open Space.
Passenger Depot	Facilities for passenger transportation operations, as well as baggage holding facilities, which includes rail stations, bus terminals, urban and regional transit stations, but does not include airports and heliports. This includes accessory parking facilities. This does not include transit shelters, which are permitted in all districts.
Patio Area	A paved area, at grade, connecting the Building to the sidewalk, typically with outdoor furniture and seating.
Pedestrian Courtyard	A Pedestrian Courtyard is a Courtyard that includes a Building entrance on at least one Building wall, and admits only pedestrians, and includes no Driveways, Streets or other spaces that allow access by motor vehicles. A portion of the Building Facade is close to the front property line and the remaining Facade is set back from the front property line at least eight-feet to create an entry Courtyard.
Pennant	Any lightweight plastic, fabric or other material, whether or not containing a message of any kind, suspended from a rope, wire or string, usually in series, designed to move in the wind.
Permitted Structure	A Structure meeting all the requirements established by this Chapter for the district in which the Structure is located.
Permitted Use	A use meeting all the requirements established by this Chapter for the district in which the use is located.
Person	Any individual, firm, partnership, corporation, company, association trust, or any other group or combination of individuals operating as a unit. "Person" includes any trustee, receiver, assignee or similar representative.
Personal Instructional Services	The provision of instructional services such as tutoring and exam preparation, language, photography, fine arts, crafts, dance or music lessons and personal training.
Personal Services	A business which provides a service to the general public. This includes, but is not limited to, barber shops, beauty shops/salons/cosmeticians, self-service laundries, tailors, seamstresses or dressmakers, photographers, photofinishing laboratories, wedding planning, dating services, nail salons, licensed massage establishments, licensed tattoo parlors and shoe shining or repair. This does not include bail bond, or other services listed separately.
Petroleum Recycling	The processing of waste oil product for conversion into useable fuel products such as biodiesel and may include storage and sales of resulting useable fuels. This does not include auto service stations.
Petroleum Recovery	The collection and temporary storage of waste oil or fuel products. This does not include auto service stations.
Pitched Roof Element	A break in the roof plane with a minimum pitch of 3:12 and that extends at least 8 feet in its vertical dimension.
Planning Commission or Commission	The Planning Commission of the City of Mobile, as such Commission was created heretofore by ordinance adopted by the City Council of the City of Mobile, pursuant to Title 11, Chapter 52, of the Code of Alabama.
Planning Department	Term used to identify the City department responsible for the administration of this Chapter.
Planning Staff	Staff comprising the Planning Department, or its successors.
Plant List	List of approved trees and plant materials maintained by the Director in coordination with the Urban Forester.

Plaza	An open area, primarily paved, with seating that is adjacent to, or part of, a Building. Plazas function as gathering places and may incorporate a variety of non-permanent activities such as vendors and display stands.
Point of Origin of the Riparian Buffer	The location of the top of bank, or the mean or ordinary high water line if the top of bank is not evident.
Porch	A roofed area, attached at the ground floor level or first floor level, and to the front or side of a Building, open except for railings and support columns.
Port	A facility that includes docks, piers, floats, mooring devices, fingers, stalls, gridirons, canals, a harbor master Structure, or other appurtenances designed and used to secure, store, service, repair, fuel, berth and launch ships, barges, oil platforms, vessels and other large watercraft used to provide water transportation of cargo or passengers. This may include the sale of fuel and incidental supplies for ship crews, and guests, servicing and repair of ships. Examples include pier, dock, wharf or jetty facilities including port and harbor terminals, marine cargo handling and dry dock services, port warehouses and port fuel facilities.
Premises	The Building or site in or on which a use is conducted and any accessory Building s, appurtenances, Driveways, parking and loading spaces and the associated area of existing development in active use as documented by surveys, aerial photography or other evidence.
Primary Building Wall	Exterior Building walls that face a Street and contain a primary public entrance.
Primary Entrance	The entrance to a Structure that is located along the primary frontage and serves as the main point of access for pedestrians into a Building.
Primary Facade	The front plane of a Building that faces a primary Street or Civic Space.
Primary Frontage	The frontage of a site that establishes the orientation of the primary façade, and the primary pedestrian access.
Principal Building	The main Building on a site.
Principal Plane	The plane of a Building closest to the front property line, not including stoops, porches, colonnades, galleries or other attached architectural features.
Projected Entry	An entry that extends from the front wall plane
Projection	An extension of the front wall plane at least four (4) inches deep and one (1) foot wide for the full height of the primary façade.
Protection Buffer	A wall, Fence or screen planting, or any combination thereof intended to physically separate unlike uses and minimize light, debris and visual intrusion onto adjacent lots.
Protective Barrier	A physical Structure limiting access to a protected area, composed of wood or other suitable materials which assures compliance with the intent of this Chapter. Variations of these methods may be permitted by the Urban Forester upon written request if they satisfy the intent of this Chapter.
Public Tree	A tree located on any right-of-way or property owned by the City of Mobile, Alabama.
Railroad Facilities	A facility for freight pick-up or distribution by rail. This may include specialized services for railroad transportation including servicing, routine repairing (except factory conversion, overhaul or rebuilding of rolling stock) and maintaining rail cars; loading and unloading rail cars; and independent terminals.
Raised Parapet	A low wall or railing extending above and in the front of a roof.
Recessed Entry	An entry that recesses into the front wall plane.
Recreational Facility, Accessory	A recreational facility for the exclusive use of members and their guests, or solely for the use of employees of a permitted business use. This may include swimming pools, tennis courts, exercise facilities and similar indoor activities. It does not include golf courses, which are classified separately.

Recreational Facility, Indoor	Buildings or Structures principally devoted to recreational activities or non-gambling games, leisure and recreation services to the public or to members. Examples include the following uses when they are conducted indoor: ice or roller skating rinks, bingo parlors, billiard parlors, bowling centers, pool rooms, miniature golf courses, amusement game arcades, tennis clubs, swimming pools, community centers, play courts, shooting facilities, batting cages, skateboard areas and water slides or water parks.
Recreational Facility, Outdoor or Major	A facility principally devoted to recreational activities or non-gambling games, leisure and recreation services to the public or to members, and where the activities, games, or services predominantly occur outdoors. Examples include outdoor roller or ice-skating rinks, sports stadiums and arenas; amusement and theme parks; racetracks; swimming or wave pools; entertainment complexes; amphitheaters; drive-in theaters; archery or shooting ranges; riding academies; miniature golf; golf courses, driving ranges, and country clubs; and similar facilities.
Recreational Vehicle	A vehicular portable Structure designed as a temporary dwelling for travel, recreational and vacation use. For purposes of these regulations, the term includes pick-up campers, camping trailers, travel trailers, RV's, and motorized homes (living facilities constructed as integral parts of self-propelled vehicles.)
Recreational Vehicle Park	Any plot of land on which two or more travel trailers are located for short-term (less than thirty (30) days) occupancy during travel, recreational or vacation use. Recreational Vehicle (or travel trailer) Parks are not occupied by any travel trailer for thirty (30) days or more, nor by any mobile home. Examples include campgrounds and recreational vehicle/travel trailer parks. This use does not include a Manufactured Housing Land Lease Community.
Recycling Drop-Off Center	An incidental use that serves as a neighborhood collection point for temporary storage of recoverable resources such as glass, paper and aluminum. No processing of such items would be allowed. This facility would generally be located in a shopping center parking lot or in other public/quasi-public areas, such as in churches and schools.
Recycling Plant	A facility that is not a Junkyard and in which recoverable non-hazardous recyclable materials, such as newspapers, magazines, books and other paper products; glass; metal cans; and other products, are collected, separated, stored, recovered, or recycled, or processed and reused or returned to use in the form of raw materials or products, but does not include the use of materials as a fuel or any use which constitutes disposal. Recycling plants shall not store or keep hazardous substances, compost, rubbish or wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts.
Recycling Transfer Station	A permanent, fixed, collection and transportation facility, where non-hazardous recyclable materials are taken from smaller collection vehicles and placed in larger transportation units like railroad cars, barges or truck trailers for transportation to another facility. In some operations, compaction or separation for recycling may be done at the station.
Regulating Plan	Zoning maps or set of maps that show the zoning sub-districts and Street hierarchy(s) associated with form based overlays such as the Village of Spring Hill.
Religious Facility	A Building, together with its accessory Building s and uses, where persons regularly assemble for religious worship or instruction, and which Building, together with its accessory Building s and uses, is maintained and controlled by a religious body organized to sustain public worship. Accessory uses include parish houses, community houses, educational Buildings and child care for persons attending worship or instruction.
Remediation Services	Establishments primarily engaged in one or more of the following: (1) remediation and cleanup of contaminated Building s, mine sites, soil or ground water; (2) integrated mine-reclamation activities, including demolition, soil remediation, waste water treatment, hazardous substance removal, contouring land and revegetation; or (3) asbestos, lead paint and other toxic material abatement.
Required Parking	The number of parking spaces needed to accommodate a Building or Building s on a single property according to the intensity of its function.
Research & Development	Establishment engaged in product development or testing, which does not include research, engineering or similar activities that occur indoors in an office environment.

Restaurant	A business which prepares, sells and serves food and beverages to customers for consumption within the Building or on the Building site at the outside tables. Examples include sit-down restaurants, brewpubs, cafes, cafeterias, delis, dining rooms, ice cream parlors, tearooms, coffee shops, hot dog stands, sandwich shops and specialty food and/or outside dining patios and sitting areas. May include take-out, drive-in, sit-down service, or the sale and consumption of alcohol. See Appendix A for the definition of restaurant in the DDD.
Restaurant, Drive-In	A restaurant providing automobile curb-service in which the parking area is designated for the consumption of food which is served by an employee to the customer in his automobile. Carry-out and Drive-Thru window service may be provided.
Restaurant, Drive-Thru	A restaurant providing automobile Drive-Thru service or window facilities for the consumption of food on or off the premises. Automobile curb-service may not be provided.
Retail, General	An establishment engaged in sale or rental of goods, such as: general merchandise, apparel and accessories/uniforms, appliances, auto parts/tires, bicycles, books, camera and photographic supplies, candy and confections, dry goods, electronics, entertainment media (such as videos, compact discs, DVDs, or computer games), firearms, floral goods, furniture, gifts and novelties, hardware, health and personal care (such as pharmacies, cosmetics and optical or surgical supplies), hobby, jewelry, luggage and leather goods, music, news media (newsstand), office supplies, pets, picture frames, shoes, sporting goods, stationery, tobacco, toys, used merchandise/antiques, arts and crafts, beer or liquor (package) or similar items. This includes artist studios that both create and sell visual artwork. This classification includes the retail sale or rental of merchandise not specifically listed under another use classification. Merchandise is typically sold from locations known as storefronts, stand-alone Building s, department stores, warehouse clubs, variety stores, superstores, swap meets or flea markets, auctions or consumer goods rental/general rental centers. See Appendix C for definition of retail in the DDD.
Retirement Home or Elderly Housing	A Building or group of Building s containing dwelling units where the occupancy of the dwellings is restricted to the elderly (in which at least one resident per household is fifty-five (55) or older.) This does not include a development that contains convalescent or nursing facilities, but often includes the provision of special support services, such as central dining and limited medical care.
Riparian Buffer ("RB")	An area near a Stream or other water body that is typically vegetated and protects the water body from the impacts of nearby land uses.
Roadway	The portion of a Street available for vehicular traffic; where curbs are laid, the portion between curbs.
Rooming & Boarding	A Building where, for compensation and by prearrangement, at least five (5) persons other than occasional or transient customers are provided with meals and/or lodging. This use type does not include a group home, hotel, motel or multi-family Building. A multifamily Building or apartment house includes separate dwelling units occupied by a single household, while a rooming and boarding includes separate households sharing kitchen facilities.
Seafood Processing	The storage, drying, cooking, packaging and/or preparation of any aquatic organism after it is harvested.
Secondary Frontage	A frontage that is not the principal frontage.
Setback	The distance from the property line to the nearest part of the applicable Building, Structure or Sign, measured perpendicularly to the property line.
Shipyard	A fixed facility including dry docks and fabrication equipment capable of Building a ship, barge, drilling and production platforms.
Sidewalk Frontage	A sidewalk frontage type directly abuts a public sidewalk or is Setback with a fully paved frontage between the Building and the frontage sidewalk which is not large enough for typical outdoor seating.
Sign	Any device, fixture, placard, object or Structure that uses any word, letter, figure, design, fixture, projected image, color, form, graphic, illumination, symbol or writing to advertise, display, direct or attract attention to, announce the purpose of, or identify a person object, institution, organization, business, product, service, event, location or entity, or to communicate information of any kind to the public. A "Sign" does not include a Work of Art.

Sign Area	Measured by finding the area of an imaginary rectangle, circle, square or triangle which fully encloses the Sign message, including background and logos but not including supports or braces.
Sign, Abandoned	A Sign shall be considered abandoned when the business activity or firm which such Sign advertises is no longer in operation or does not have a current business license in effect or is in a state of disrepair.
Sign, Animated	Any Sign that uses movement or change of lighting to depict action or create a special effect or scene.
Sign, Banner	Any Sign of lightweight fabric or similar material that is securely mounted to a Building. Flags shall not be considered banners.
Sign, Blade	A Sign made from rigid material mounted perpendicular to a Building wall with one (1) side attached or supported by a device extending from a Building wall or hanging or projecting from a freestanding wood or iron pole.
Sign, Building Marker	Any Sign indicating the name of a Building and date and incidental information about its construction, which Sign is cut into a masonry surface or made of bronze or other permanent material.
Sign, Changeable Copy	A Sign or portion thereof with characters, letters or illustrations that can be changed or rearranged without altering any other portion of the Sign.
Sign, Directional	A Sign that provides on-site directional assistance for the convenience of the public such as location of exits, entrances and parking lots.
Sign, Electronic or Digital	Any Sign, billboard, display, or device, or portion thereof, which electronically changes the fixed display screen composed of a series of lights, including light emitting diodes, fiber optics, or other similar technology; including but not limited to computer programmable, microprocessor controlled electronic or digital displays that display electronic images, graphics, or pictures, with or without textual information.
Sign, External Illumination	A Sign that is Illuminated by an external, artificial light source shining onto the face of the Sign.
Sign, Freestanding	Any Sign supported by permanent Structures or permanent posts that are placed on, or anchored in, the ground and that are independent from any Building or other Structure. This includes any monument Sign or pole Sign.
Sign, Incidental	A Sign that is subordinate in scale to the primary signage on the site and does not exceed two (2) square feet per face.
Sign, Internal Illumination	A Sign illuminated in any manner by an internal or backlit artificial light source, or exposed lighting on the Sign face.
Sign, Menu Board	A Sign serving drive-through facilities listing items and prices.
Sign, Monument	Ground-mounted Sign with a maximum height of six (6) feet, where the base is at least two thirds the height.
Sign, Nonconforming	Any Sign that does not conform to the requirements of this Chapter.
Sign, Off-Premise, Off-Site or Billboard	A Sign providing usable advertising space for a product, event, service or entity.
Sign, On-Premise or On-Site	Any Sign that is used to attract attention to an object, person, product, institution, organization, business, service, event or location that is located on the premises upon which the Sign is located.
Sign, Parking Lot	A Sign to identify the entrance of a parking lot. Maximum height, including mount, is ten (10) feet.
Sign, Portable	A Sign that is not permanently affixed to a Building, Structure or the ground or designed to be permanently affixed to a Building, Structure or the ground. Trailer Signs are considered to be Portable Signs.
Sign, Projecting	Any Sign affixed perpendicularly or at an angle of forty-five (45) degrees, to a Building or wall.
Sign, Roof	A Sign that is erected, constructed, or maintained above the roof of a Building or above any portion of the Building 's Facade.

Sign, Sandwich Board	Two-sided, A-frame style self-supporting Sign, which is not permanently affixed to the ground and is designed to be moveable.
Sign, Suspended	A Sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.
Sign, Temporary	Any Sign other than a banner, that is not permanently mounted, to be displayed for a specified period of time.
Sign, Wall	A Sign painted on a wall or attached to a wall of a Building, parallel to the wall.
Sign, Wayfinding	A Sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding Signs are not internally lighted and are generally of a cohesive design for specific areas or types. Wayfinding Signs are not advertisements for individual businesses.
Sign, Wind-Activated	A Sign that is driven by the wind or by mechanically produced air flow via movement. Examples include, but are not limited to, free-standing advertising flags, blower-driven tubes or human forms, pennant streamers, whirligigs and the like. Flags are not considered wind-activated Signs.
Sign, Window	Any Sign that is placed inside a window frame or upon the window panes or glass and is visible from the exterior of the window.
Site	An area of land, including a lot or lots or a portion thereof, upon which a project is developed or proposed for development.
Small Wireless Facility	(1) The Structure on which Antenna Facilities are mounted: a. is fifty (50) feet or less in height including Antenna; or b. is no more than ten (10) percent taller than the other adjacent Structures; or c. Do not extend existing Structures on which they are located to a height of more than fifty (50) feet or by more than ten (10) percent, whichever is greater. (2) Each Antenna associated with the deployment is no more than three (3) cubic feet in volume; (3) All other wireless equipment associated with the Structure, including the wireless equipment associated with the Antenna and any pre-existing associated equipment on the Structure, is no more than twenty-eight (28) cubic feet in volume; (4) The facility does not require Antenna Structure registration under applicable FCC regulations; (5) The facility is not located on Tribal lands, as defined in 36 C.F.R. 800.16(x); and (6) The facilities do not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified in FCC regulations.
Snack or Beverage Bars	Establishments primarily engaged in (1) preparing and/or serving a specialty snack, such as ice cream, coffee and/or pastries, frozen yogurt, cookies or popcorn, or (2) serving nonalcoholic beverages, such as coffee, juices or sodas for consumption on or near the premises.
Social Assistance, Welfare, & Charitable Services	Establishments that provide social assistance services directly to clients such as children, elderly persons, disabled persons, homeless persons or veterans. Social assistance may include food, medical relief, counseling or training.
Solid Waste Disposal	Includes any facility where final deposition of solid waste occurs and at which waste may remain after closure, including any landfill, municipal solid waste landfill, private or public solid waste management facility or sanitary landfill; an incinerator; or any other facility the purpose of which is the storage, treatment, utilization, processing or disposal of solid waste.
Solid Waste Facility	A fixed facility where non-hazardous wastes are taken from collection vehicles, temporarily stored, and ultimately relocated to a permanent disposal site. Includes any facility, incinerator, landfill, materials recovery facility, municipal solid waste landfill, private or public solid waste management facility, recovered materials processing facility, sanitary landfill or solid waste management facility as defined by Code of Ala. § 22-27-2. "Materials recovery facility" means a facility that is not a Junkyard and which recoverable resources, such as newspapers, glassware and metal cans, are collected, sorted, stored, flattened, crushed, or bundled, and processed to a condition in which they may again be used for production.

Solid Waste Transfer	A collection and transportation facility where non-hazardous solid wastes are taken from smaller collection vehicles and placed in larger transportation units like railroad cars, barges, or truck trailers for transportation to a permanent disposal site. In some operations, compaction or separation for recycling may be done at the station.
Specified Anatomical Areas	Means any of the following: (1) Less than complete and opaquely covered human genitals, pubic region, buttocks, anus or female breasts below a point immediately above the top of the areolae; or (2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.
Specified Sexual Activities	Means any of the following: (1) Human genitals in a state of sexual stimulation or arousal; (2) Acts of human masturbation, sexual intercourse or sodomy; (3) Fondling or other erotic touchings of human genitals, pubic regions, buttocks or female breasts; (4) Flagellation or torture in the context of a sexual relationship; (5) Masochism, erotic or sexually oriented torture, beating or the infliction of pain; (6) Erotic touching, fondling or other such contact with an animal by a human being; or (7) Human excretion, urination, menstruation, vaginal or anal irrigation as part of or in connection with any of the activities set forth in (1) through (6) above.
Spectrum Act	Section 6409(a) of the Middle Class Tax Relief Act and Job Creation Act of 2012, 47 U.S.C. § 1455(a)
Square	An exterior Open Space typically designed to accommodate public gatherings, including a mixture of paved and landscaped areas, and often containing features such as benches, fountains, monuments, gazebos or public art.
Stone Cutting	Establishments that cut, shape and finish marble, granite, slate and other stone for Building and miscellaneous uses, or that buy or sell partly finished monuments and tombstones.
Stoop	A small, raised platform, with stairs or ramp, located at the entrance to a Building, which may be covered by an awning, canopy or marquee.
Store Aisle	Runs parallel to fronts of stores.
Storefront	A frontage for retail and office uses with substantial glazing where the Facade is aligned close to the frontage line with the Building entrance at sidewalk grade. The Building Facade at the ground floor is substantially glazed to provide visibility into interior spaces. Storefronts may include display cases that project forward and recessed entries.
Story	A habitable level within a Building excluding a basement.
Stream	A course of running water flowing in a definite channel. [*Source: Ala. Admin. Code r. 335-7-6-.01*] A Stream includes, without limitation, any of the following water bodies: the Mobile River, Dog River and its tributaries, any Stream defined as "waters of the state" by the Alabama Water Resources Act [*Code of Ala. § 9-10B-3*], any Stream (blue-line) shown on the 7.5 min USGS Quad map, or any river, creek, or Stream that is subject to an approved total maximum daily load (TMDL) pursuant to section 303(d) of the federal Clean Water Act. Any watercourse that sustains normal Stream flow during any period of the year under normal meteorological conditions.
Street	A public right-of-way or private easement subject to vehicular and/or pedestrian traffic that provides direct or indirect access to property.
Streetscape	The appearance or view of the Street including trees, lighting fixtures and Street furnishings such as benches and trash receptacles.
Structure	Anything constructed or erected which requires location on the ground or is attached to something having a location on the ground; except (a) public utility poles, wires, guy wires, and cables; and, (b) Fence s and walls other than Building walls.
Swimming Pool	A Structure used for swimming purposes and filled with a controlled water supply.

Telecommunications Facilities	Antennas, transmission equipment, Towers, base stations, Antenna Support Structures, or Small Wireless Facilities. However, the term "telecommunication facilities" shall not include:
	(1) Any satellite earth station Antenna two (2) meters in diameter or less which is located in an area zoned industrial or commercial;
	(2) Any satellite earth station Antenna one (1) meter or less in diameter, regardless of zoning category.
Telecommunications Structure	A pole, Tower, base station, or Building, whether or not it has an existing Antenna facility, that is used for the provision of personal wireless service (whether on its own or comingled with other types of service)
Temporary Above-Ground Storage Tank	A container designed or used to temporarily hold oil, gas, or other petroleum product, or any flammable or hazardous substances, and located at or above ground level.
Temporary Construction Offices and Office Trailers	Temporary Structures erected on the site of a construction project and used for administrative purposes related to the construction project.
Temporary Portable Storage Unit	A transportable, standardized, reusable vessel or container, or receptacle that is originally and specifically designed for or is used in stowing, packing, shipping, moving or transporting freight, articles, goods or commodities, is designed for or is capable of being mounted or moved on a truck, and is located at site for temporary storage of personal property or any similar device. Examples include "Pack-Rat", "PODS®," or shipping container ("CONEX").
Temporary Seasonal Sales Activities and Special Events	Temporary seasonal sales these activities which are characterized by the sale of products and merchandise associated with a particular holiday, special event, time of year, and/or growing season. These uses include, but are not limited to, the following: (1) Christmas tree sales lots; (2) Pumpkin sales lots; (3) Seasonal farm produce stands; (4) Seasonal sale of landscape plantings, materials, and lawn and garden supplies (as accessory sales to a business with other commercial activities); (5) Haunted houses; (6) Shrimp festivals, crawfish boils, or seafood festivals; and (7) Harvest festivals.
Temporary Structure	A Structure without any footing or foundation, and which is removed when the Temporary Use for which the Structure was erected has ceased.
Temporary Use	A use of land limited in both duration and the number of annual occurrences, excluding uses and events customarily associated with the principal land use (e.g., weddings at a church, sporting events at a stadium).
Terrace	A paved or landscaped area elevated above the grade of the sidewalk, located between the Building and the sidewalk
Theater	A facility with fixed seats for the viewing of movies or live presentations of musicians or other performing artists.
Top of Bank	The uppermost limit of the active channel, typically indicated by either; a change in bank slope from steep to gentle slope, or if a change in slope is not discernable, the point of wrested vegetation. This refers to the point at the edge of a Stream where vegetation has moved or wrested as a result of normal Stream flow or wave action.
Tower	A distinctly vertical projection in the Facade.
Townhouse / Row House	A single-family dwelling forming one of a group or series of two or more attached single-family dwellings, separated from one another by party walls without doors, windows, or other provisions for human passage or visibility through the walls from basement or cellar to roof, and having roofs which may extend from one of the dwelling units to another.
Transit Shelter	A roofed Structure on or adjacent to the right-of-way of a Street, which is designed and used primarily for the protection and convenience of transit passengers.

Transmission Equipment	Equipment that facilitates transmission of any FCC- licensed or authorized Wireless Communications Services. Transmission Equipment includes an Antenna and its associated equipment, which includes any and all on-site equipment, such as back-up generators and power supply units, cabinets, coaxial and fiber optic cables, connections, shelters, radio transceivers, regular power supply units and wiring, to which a wireless Antenna is attached in order to facilitate mobile broadband service and personal wireless service delivered on mobile broadband devices.
Truck Repair	Repair of vehicles exceeding fourteen thousand (14,000) gross vehicle weight rating (GVWR), which includes body repair, painting, engine disassembly and repair and transmission disassembly and repair.
Truck Stop	A Structure or land intended to be used primarily for the sale of fuel for trucks and incidental service or repair. This includes a group of facilities consisting of those uses and attendant eating, sleeping or truck parking facilities. As used in this definition, the term "truck" includes any vehicle whose maximum gross weight is more than fourteen thousand (14,000) pounds.
Understory Tree	A tree whose mature canopy height is between fifteen (15) and thirty-five (35) feet.
Uniformity Ratio	The highest horizontal illuminance point or area, divided by the lowest horizontal illuminance point or area.
University District	The area defined as follows: Starting at the intersection of Airport Boulevard and Cody Road, then running generally North along Cody Road to the intersection of Cody Road and Zeigler Boulevard, then running generally East along Zeigler Boulevard and continuing on Springhill Avenue to the intersection with Pixie Street, and then running generally South along Pixie Street to the intersection with Museum Drive, then running generally East and then South along Museum Drive and then McGregor Avenue to the intersection with Old Shell Road, then running generally West along Old Shell Road to the intersection with Bit and Spur Road, then continuing generally West along Bit and Spur Road to the intersection with Airport Boulevard, and then continuing generally West along Airport Boulevard to the intersection of Airport Boulevard and Cody Road.
Urban Forester	The City employee specially trained in forestry or arboriculture tasked with the management of naturally occurring and planted trees and associated plants within the corporate limits of the City of Mobile who has passed an independent exam administered by the International Society of Arboriculture, and maintains the credential through continuing education, or his/her duly authorized designee.
Useable Wall Area	The exterior wall or surface area of a Building or Structure that excludes doors.
Utility, Intermediate	Facilities related to the local transport or storage of treated, untreated or wastewater, including water or sewage pumping stations, potable water storage facilities, regional stormwater storage facilities and combined stormwater/sewage storage facilities, gas regulator stations as well as neighborhood scale electric substations including electric transmission or distribution lines with a capacity greater than one hundred fifteen (115) kilovolts (kv) and less than two hundred thirty (230) kilovolts (kv).
Utility, Major	A Building or other Structure for production or generation of utilities for consumption by the general public including any utility scale electric power generating station (including any stations that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric or tidal technologies), electric transmission line right-of-way for transmission lines with a capacity of two hundred thirty (230) kilovolts (kv) or more, sewage treatment plant, or potable water treatment facility.
Utility, Minor	All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm water, communications, electricity, transportation, gas, steam and similar public services at a neighborhood or residential scale and may include storage for vehicles and equipment necessary to provide those services. This includes electric transmission or distribution lines with a capacity of one hundred fifteen (115) kilovolts (kv) or below, and residential scale electric power generation (including any generators that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric or tidal technologies), telephone exchanges, switch boxes, transformer boxes and cap banks.
Vacant	Lands or Buildings not actively used for any purpose, or a lot or parcel upon which no improvements have been constructed.

Vehicle / Equipment Maintenance Facility	A facility providing maintenance and repair services for vehicles and equipment and areas for storage of equipment and supplies. This classification includes construction yards, equipment service centers, transit vehicle storage and servicing, and similar facilities.
Vehicle Towing & Storage Facility	Establishments primarily engaged in towing motor vehicles, along with incidental services such as storage and emergency road repair services.
Vehicular Courtyard	A vehicular Courtyard is a Courtyard that includes a Driveway or similar access for motor vehicles not leading to a garage or parking area (such as a circular Driveway), and that also includes sidewalks or pedestrian paths and a Building entrance on at least one Building wall. A portion of the Building Facade is close to the front property line, and the remaining Facade is set back at least 18-feet from the front property line to create an entry Courtyard for compliant vehicular access for at least two vehicles.
Vehicular Use Area	All areas used by any and all types of vehicles, boats, trailers or other equipment, whether such vehicles, boats, trailers or equipment are self-propelled or not for the purpose of, including but not limited to, driving, parking, loading, unloading, storage or display, such as, but not limited to, new and used car lots, and activities of a drive-in nature in connection with banks, restaurants, gas sales, grocery and dairy stores and the like.
Village Center Sub-District	One of sub-districts in the Spring Hill Overlay. This district is the most densely occupied sub-district and consists of Street-oriented, mixed-use Building s that may accommodate a range of uses, including retail, offices, residential and civic uses. The village center serves the needs of the surrounding community; the walkable, park-once environment is accommodating to both pedestrians from surrounding neighborhoods, as well as those from the greater community. The district has wide sidewalks, regular Street tree planting, and Building s set close to the sidewalks to create a regular Street Facade.
Vocational or Trade School	An establishment offering vocational training, including but not limited to automobile body and engine repair, construction equipment operation, truck driving, Building trades, airplane maintenance, truck driving, pipefitting, welding, and mechanical or electrical equipment/appliance repair. Courses offered normally would exclude those listed under business college or technical school.
Walkable Street	A Street that provides amenities for pedestrians as well as vehicles. Common amenities include sidewalks, shading devices (such as awnings, colonnades, second-floor balconies, or Street trees), and on-Street parking.
Waste Management Services, Other	Establishments primarily engaged in services such as sewer and septic tank cleaning, beach cleaning and maintenance services, pumping (i.e., cleaning) cesspools, cesspool cleaning services, sewer cleaning and rodding services, portable toilet renting and/or servicing and sewer or storm basin cleanout services. These activities do not involve tank cleaning or disinfecting on the premises.
Water Body	Any significant accumulation of water, generally on a planet's surface. The term most often refers to oceans, seas and lakes, but it includes smaller pools of water such as ponds, wetlands, or more rarely, puddles. A body of water does not have to be still or contained; rivers, Streams, canals, and other geographical features where water moves from one place to another are also considered bodies of water.
Welding, Metal Fabrication, and Pipefitting	Establishments that transform metal into intermediate or end products (other than machinery, computers or electronics), or treat metals and metal formed products fabricated elsewhere. Fabricated metal processes include forging, stamping, bending, forming and machining, used to shape individual pieces of metal; and other processes, such as welding and assembling, used to join separate parts together.
Wholesale Distribution, Warehousing & Storage	A business where the primary function is the storage and distribution of goods and products. Examples include warehouse or produce/fruit/food storage, express crating, hauling, cold storage, locker plants, dry goods, hardware storage, paper supplies, shoes, sporting goods, professional and commercial equipment and supplies merchant wholesalers and otherwise preparing goods for transportation. This may include fulfillment centers that combine storage with call centers.
Wireless Communications Services	Without limitation, means commercial mobile radio services, personal wireless services, all FCC-licensed or authorized back-haul and other fixed wireless services, broadcast, private,

	and public safety communication services and unlicensed wireless services. The term Wireless Communications Services does not include television or radio broadcast facilities.
Work of Art	All forms of original creations of visual art including but not limited to: sculpture, in any material or combination of materials, whether in the round, bas-relief, high relief, mobile, fountain, kinetic or electronic; painting, whether portable or permanently fixed, as in the case of murals; mosaics; photographs; crafts made from clay, fiber and textiles, wood, glass, metal, plastics or any other material or any combination thereof; calligraphy; mixed media composed of any combination of forms or media; unique architectural stylings or embellishments, including architectural crafts; environmental landscaping; or restoration or renovation of existing works of art of historical significance.
Yard	A required setback from the Street or property lines.
Yard, Front	A Yard extending the full width of the Building site across its front, with required depth measured at right angles to the front Street line of the Building site. Front Yard depth is measured from the future Street right-of-way line of a major Street.
Yard, Rear	A Yard extending the full width of the Building site across its rear, with required depth measured at right angles to the rear line of the Building site.
Yard, Side	A Yard extending from the rear line of the Front Yard to the front line of the Rear Yard, with required width measured at right angles to the adjacent side lines of the Building site. If no front and/or Rear Yard is provided, the front and/or rear lines of the Building site shall be construed as front and/or rear boundaries of the Side Yard. In any district where Side Yards are not required by the district regulations, a side yard shall have the minimum width required by the currently adopted IRC or IBC, as applicable.
Youth Organization Camp	An area or tract of land on which accommodations for temporary occupancy are located or may be placed, including cabins, tents and major recreational equipment, and which is primarily used for recreational purposes and retains an open air or natural character. It is intended that these types of facilities provide a camping environment for children and youth groups who may be affiliated with such organizations as the Girl or Boy Scouts of America, religious institutions, or other local community activity groups. It is not permitted to serve youth offender organizations.
Zero Lot Line Home	A single-family detached dwelling that is sited with no setback along one side property line.

Sec. 64-8-3 Acronyms

Ala. Admin. Code	Alabama Administrative Code
Code of Ala.	Code of Alabama
AASHTO	American Association of State Highway and Transportation Officials
ADEM	Alabama Department of Environmental Management
ALDOT	Alabama Department of Transportation
ARB	The Architectural Review Board as established by chapter 44, Mobile City Code, as amended
DBH	Diameter at Breast Height
EPJ	Extraterritorial Planning Jurisdiction
FAA	Federal Aviation Administration
FCC	Federal Communications Commission
GVWR	Gross Vehicle Weight Rating
LID	Low Impact Development
MHDC	Mobile Historic Development Commission
MUTCD	The Manual on Uniform Traffic Control Devices, for Streets and Highways, as published by the US Department of Transportation Federal Highway Administration.
OHWL	Ordinary High Water Line
TRB	Transportation Research Board of the National Research Council
USC	United States Code

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Article 9 Legal Provisions

Sec. 64-9-1 Relationship to Other Regulations

A. Stricter Standards in this Chapter. If this Chapter requires a greater width or size of Yards or other Open Spaces, a lower height of Buildings, a greater percentage of Lot be left unoccupied, or other higher standards than are required in any other applicable statute, chapter or regulation, the provisions of this Chapter govern. This Chapter does not apply to the extent that an Alabama or federal statute preempts local regulation.

B. Stricter Standards in Other Statutes, Ordinances or Regulations. If another applicable statute, ordinance or regulation requires a higher standard than a provision of this Chapter, the other applicable statute, chapter or regulation governs.

Sec. 64-9-2 Severability

A. The requirements and provisions of this Chapter are severable. If any section or part of this Chapter is declared by any court of competent jurisdiction to be unconstitutional or invalid, the court's decision does not affect the validity of the chapter as a whole or any section or part of this Chapter other than the section or part declared unconstitutional or invalid.

Sec. 64-9-3 Repeal of Existing Ordinance

A. The Zoning Ordinance of the City of Mobile adopted by Ordinance No. 80-057 on May 16, 1967, and all text amendments thereto, are hereby repealed effective on the date that this Chapter takes effect as provided in section 64-9-4.

Sec. 64-9-4 Effective Date

A. This Chapter shall take effect on the date six (6) months from and after the date that this Chapter is adopted by the City Council, or on the date that revised Subdivision Regulations area adopted and become enforceable, whichever is later.

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Article 10 Submittal Requirements– Applications and Plans

Sec. 64-10-1 Applicability

A. Generally. This Article establishes the information required for:

1. Planning Commission and Board of Adjustment Applications in order to be considered complete for review;

2. Building Plans, Concept Plans, Lighting Plans, Shared Parking Plans, Site Plans, Landscape Plans; and

3. Sign Permits, Nonconforming Documentation.

Sec. 64-10-2 Application Documentation

A. Applications. Planning Commission or Board of Adjustment Applications must include the following information:

1. Project Description. The proposal for development should include/illustrate quantitative and qualitative information both in a narrative and depicted on a concept or Site plan, a time frame for development, hours of operation and the location of easements which may be required for Site access, drainage or utilities.

2. Applicant Information. The Applicant's name(s), mailing addresses, telephone numbers, email addresses and business name(s), if applicable.

3. Owner Information. The property owner's name(s), mailing addresses, telephone numbers, email addresses and business name(s), if applicable.

4. Design Professional. The design professional's name(s), mailing addresses, telephone numbers, email addresses and business name(s), if applicable.

5. Notification Requirements.

(a) Notification Distance.

(1) Standard Notification Requirements. Notification list with the names and complete mailing addresses of owners of property lying within three hundred (300) feet of the property, as shown by the records of the Mobile County Revenue Commission and verified via the Mobile County Probate Court Office.

(2) Above Ground Storage Tank Notification Requirements. Notification list with the names and complete mailing addresses of Owners of property lying within three thousand (3000) feet of the property, as shown by the records of the Mobile County Revenue Commission and verified via the Mobile County Probate Court Office.

(b) Notification format.

(1) Notification Verification. All property ownership information provided for notification must be verified by the Applicant through the Probate Court records.

(2) Each name and address must be typed on a standard size (1" x 2 5/8") white self-adhesive label.

(3) This list must include one (1) label with the Applicant's name and address, and one (1) label with the property Owner's name and address (if the Applicant and property Owner differ).

(4) If an electronic submission is used, the complete notification list, with the Applicant and property Owner's name and mailing address must be submitted in a proper format as approved by the Director.

6. Legal Description. A complete legal description of the property encompassed by the Application. If an existing lot of record or proposed lot of record contains multiple zoning districts, the legal description shall encompass the entirety of the property to be rezoned to a single zoning district.

7. Parcel Identification. List of all tax parcels included in the legal description.

8. Location. Address and/or brief description of property location.

9. Zoning. List of existing zoning district(s) (all Applications) and proposed zoning district (for rezoning Applications only).

10. Landscape. For Site plan or use specific approvals, such as Conditional Use Permits, Planned Developments and Variance Applications, the locations, species and diameter breast height (DBH) of existing Heritage Trees indicating those to be retained and those to be removed. The location and dimensions of the proposed landscape areas and proposed new trees.

B. Traffic Impact Studies (TIS). The Traffic Engineer shall prescribe the requirement and content of traffic impact studies.

Sec. 64-10-3 Plans

A. All plans shall be submitted in a format approved by the Director.

B. Building Plan. A Building Plan must include the following elements unless otherwise exempted by the Director.

1. Drawn to a standard architectural scale, detailed sufficiently to illustrate the following:

(a) Height and area of building(s).

(b) Floor plans and occupant load(s).

(c) Elevations, materials and architectural details.

(d) Any other information necessary to document compliance with the provisions of this Chapter.

C. Concept Plan. A concept plan must include the following elements unless otherwise exempted by the Director.

1. Property boundaries, drawn to a standard engineering scale.

2. Proposed pedestrian and vehicular circulation, including Site access, and connectivity to with the surrounding area(s).

3. Proposed development areas with maximum heights and square footage for commercial, industrial or mixed use structures; number of dwelling units per use area and development by acreage by use areas (a)-(g) below.

(a) Residential;

(b) Commercial;

(c) Mixed Use;

(d) Industrial;

(e) Civic Space;

(f) Conservation Areas; and

(g) Other Common Areas, including landscape areas and buffers.

4. Parking Areas-estimated number of parking spaces per land use area.

5. Phasing Plan.

D. Lighting Plan

1. Lighting shall be according to an approved Lighting Plan (photometric plan) prepared by a qualified and registered professional who shall affix their stamp and seal onto the plan providing the following information:

(a) All property lines and all adjacent properties' zoning district classifications.

(b) The type of lamp to be used in each fixture, including the manufacturer's name, part number, lamp wattage, lumen output and a copy of the manufacturers lamp specifications.

(c) All pole heights and locations.

(d) The type of fixtures, including the manufacturer's name and model number, wattage and light loss factor.

(e) Point-to-point photometric calculations at intervals of not more than ten (10) feet at ground level demonstrating that the Plan will provide a uniform intensity of lighting on surfaces in conformance with Article 3.

(f) The area of each photometric calculation, including an extra calculation to identify the light level produced at the property line, and all data used in each calculation.

(g) Certification. All required lighting shall be installed and approved prior to issuance of a Certificate of Occupancy. The registered professional who stamped the plans shall certify by letter that the installation complies with the approved Plan. The letter shall specify fixtures, wattages, pole heights and any special requirements such as rotation, angle, shielding or positioning of critical poles at property lines.

E. Site Plan. A Site Plan must include the following elements unless otherwise exempted by the Director.

1. Drawn to a standard engineering or architectural scale.

2. Property lines, with dimensions, including overall property size in square feet.

3. Building footprint(s), including:

(a) number of stories;

(b) maximum overall height;

(c) square footage for commercial or mixed-use structures;

(d) development acreage by use area or building; and

(e) number of dwelling units per use area or building.

4. Sidewalks.

5. Streets, Driveways and parking, including accessible parking spaces and loading facilities.

6. Landscape areas, including size and species of tree(s) to be preserved.

7. All easements (existing and proposed).

8. Detention and Common Areas.

9. Dumpster location(s).

10. Fences, buffers and walls.

11. Ground based mechanical equipment (commercial or industrial uses).

12. Free-standing Sign locations (existing and proposed).

13. Any other hardscape Site improvements not listed above.

F. Landscape Plans. The landscape plan shall be drawn at the same scale as the Site plan and shall contain the following information.

1. The date, scale, north arrow, title and name of property owner.

2. Placement of note, signed by the property owner and dated, stating that "The property owner shall maintain the provided tree and landscape areas according to requirements of Article 3 of this Chapter." The name of the property owner shall be printed below the signature.

3. The approximate location of existing boundary lines and dimensions of the Building Site.

4. The location, species and size of existing trees and other vegetation that the Applicant proposes to remain on the Site and have made a part of the landscape development.

5. The approximate center line of existing watercourses.

6. The approximate location of significant drainage features.

7. The location and size of:

(a) Existing or proposed freestanding signage;

(b) Existing overhead powerlines in the adjacent right-of-way or crossing the Site;

(c) Existing and proposed Streets and Alleys;

(d) Existing and proposed utility easements on or adjacent to the Building Site; and

(e) Existing and proposed sidewalks adjacent to Streets.

8. The location and size, in square feet, of proposed landscaped areas.

9. The location, number, size and name of proposed landscape material.

10. Statistics verifying the minimum percentage of landscaping required under this Section will be met:

(a) Total Landscaped Area provided in square feet;

(b) Total front landscape area provided in square feet;

(c) Number and type of frontage trees (Overstory and Understory);

(d) Number and type of perimeter trees (Overstory and Understory); and

(e) Number and type of parking trees (Overstory and Understory).

11. The locations, species and DBH of existing Heritage Trees:

(a) Indicating those to be retained; and

(b) Those Heritage Trees to be removed; and

(c) Whether they are to be counted as part of the landscaping requirements.

12. An indication of how healthy, existing trees proposed to be retained will be protected during construction.

13. The location and dimensions of the proposed Landscape Areas within the parking area(s) including a description and location of new trees and plant materials to be placed within the Landscape Area.

14. An indication, using written or graphic information, of how the Applicant plans to protect existing trees and other vegetation, which are proposed to be retained, from damage during construction.

15. The proposed irrigation type and design.

16. Certification that the landscape plan satisfies all purposes, objectives and requirements of this Section prepared and signed by one of the following:

    (a) Licensed Landscape Architect;

    (b) Licensed Professional Engineer;

    (c) Licensed Architect; or

    (d) Certified landscape professional.

G. Shared Parking Plan. The Shared Parking Plan shall be drawn at the same scale as the Site plan and shall contain the following information.

1. Engineer's/Surveyor's plans showing the location of the uses or structures for which off-street parking facilities are required;

2. Engineer's/Surveyor's plans showing the location at which the off-street parking facilities are proposed to be located (in relation to the use), and including all required and proposed improvements;

3. Legal descriptions;

4. Parcel numbers of all properties involved;

5. Narrative describing the project;

6. Development name; and

7. Location of Use.

Sec. 64-10-4 Rezonings

A. Application

1. If more than one Application is required to be heard by the Planning Commission, the Applications should be filed concurrently.

2. A separate rezoning Application is required for each zoning district requested.

B. Information Required. This Section establishes the information that a Rezoning Application must include in order to be considered complete.

1. Application Documentation as set forth in Application Documentation, Sec. 64-10-2 above;

2. Boundary Plan illustrating the overall property with dimensions, angles and bearings and street frontages including right-of-way widths;

3. A Concept Plan or Site Plan may be required due to the complexity of the proposed project, or at the Planning Commission's request;

4. Statement of Justification for Rezoning as required in Article 5; and

5. If a Neighborhood Meeting is required (see Article 5), the submission of all documentation listed therein.

C. Traffic Impact Studies (TIS). The Traffic Engineering shall prescribe the requirements and contents of traffic impact studies.

Sec. 64-10-5 Planned Developments

A. Information Required. This Section establishes the information that Planned Development Applications must include in order to be considered complete.

1. Application Documentation as set forth in Article 10Sec. 64-10-2, above;
2. Submission of all Dimensional and Design Standards as set forth in Article2.
3. Submission of a Concept Plan as set forth in **Error! Reference source not found.**.
4. A Site Plan may be required due to the complexity or scope of the proposed project, as set forth in Sec. 64-10-3E above or at the Planning Commission's request.
5. Justification for the Planned Development, illustrating how the project cannot feasibly comply with the standards in any of the other zoning districts;
6. Concept Plan and a detailed narrative of how the design and dimensional standards illustrate a high degree of design quality or fulfillment of an important public purpose(s).
7. Submission of all required Neighborhood Meeting Documentation, as required by Article 5.

B. Traffic Impact Studies (TIS). The Traffic Engineer shall prescribe the requirements and contents of traffic impact studies.

Sec. 64-10-6 Conditional Uses

A. Application. If more than one Application is required to be heard by the Planning Commission, the Applications should be filed concurrently.

B. Information Required. This Section establishes the information that Conditional Use Applications must include in order to be considered complete.

1. Application Documentation as set forth in Article 10Sec. 64-10-2, above.
2. A Site plan as set forth in Sec. 64-10-3E above.
3. Provision of detailed justifications and documentation of compliance with Approval Criteria for Conditional Uses as required in Article 5.
4. Submission of all required Neighborhood Meeting Documentation, as required by Article 5.

C. Traffic Impact Studies (TIS). The Traffic Engineer shall prescribe the requirements and contents of traffic impact studies

Sec. 64-10-7 Zoning Variances and Administrative Appeals

A. Information Required for Use Variance. This Section establishes the information that a Use Variance Application must include in order to be considered complete.

1. Application Documentation as set forth in Article 10Sec. 64-10-2, above.
2. A Site Plan as set forth in Sec. 64-10-3E above.

3. A Building Plan as set forth in Sec. 64-10-3B above., unless otherwise waived by the Director.

4. A detailed description of the proposed use, including activity (identify operations which involve use of equipment or machinery which will generate excessive noise, odors or air pollution, as well as excessive traffic), days and hours of operation, number of employees, number of customers per day, gross square footage and parking requirements.

5. Statements and supporting evidence explaining:

   (a) why the property cannot be used in compliance with this Chapter;

   (b) how this property is different from neighboring properties;

   (c) how the Applicant proposes to eliminate any negative impacts to surrounding properties;

   (d) how the variance will not be contrary to the public interest;

   (e) why the variance is needed to resolve special conditions; and

   (f) why or how a literal enforcement of the provisions of this Chapter will result in unnecessary hardship.

B. Information Required for Bulk or Site Variance. This section establishes the information that a Bulk or Site Variance Application must include in order to be considered complete.

1. Application Documentation as set forth in Article 10Sec. 64-10-2, above.

2. A Site Plan as set forth in Sec. 64-10-3E above.

3. A Building Plan as set forth in Sec. 64-10-3B above., unless otherwise waived by the Director.

4. A detailed description of the proposed improvements, including specific information regarding the requested variance (e.g. Setbacks and Yards required and provided, Site coverage allowed and provided, parking spaces required and provided and similar improvements).

5. Statements and supporting evidence explaining:

(a) why the property cannot be used in compliance with this Chapter;

(b) how this property is different from neighboring properties;

(c) how the Applicant proposes to eliminate any negative impacts to surrounding properties;

(d) how the variance will not be contrary to the public interest;

(e) why the variance is needed to resolve special conditions, and

(f) why or how a literal enforcement of the provisions of this Chapter will result in unnecessary hardship.

C. Information Required for Administrative Appeal. This section establishes the information that an Administrative Appeal Application must include in order to be considered complete.

1. Application Documentation as set forth in Article 10Sec. 64-10-2, above.

2. A Site Plan as set forth in Sec. 64-10-3E above.

3. A Building Plan as set forth in Sec. 64-10-3B above., unless otherwise waived by the Director.

4. A detailed description of:

(a) The alleged error in any order, requirement, decision or determination made by an administrative official;

(b) How the Applicant contends the decision was the result of an arbitrary or capricious interpretation of this Chapter; and

(c) How the Applicant contends the decision was an incorrect interpretation of this Chapter.

D. Information Required for Sign Variance. This Section establishes the information that a Sign Variance Application must include in order to be considered complete.

1. Application Documentation as set forth in Article 10Sec. 64-10-2, above.

2. A Site Plan including the following information:

(a) Drawn to a standard engineering or architectural scale;

(b) Property lines, with dimensions;

(c) Building(s) footprint(s), with existing and proposed building Signs, including the location, height and size of all building Signs;

(d) Streets, parking areas and drives;

(e) All existing trees or landscape items impacting a proposed Sign;

(f) All easements (existing and proposed); and

(g) Free-standing Sign locations (existing and proposed).

3. Current use of the property;

4. Whether the applicable lot(s) includes a single Owner or tenant, or multiple Owners or tenants;

5. Seven (7) to ten (10) photographs showing the existing buildings, all wall and free-standing Signs, and areas in which any proposed Signs are to be located;

6. Statements and supporting evidence explaining:

   (a) why the signage cannot be provided in compliance with this Chapter;

   (b) how this property is different from neighboring properties;

   (c) how the Applicant proposes to eliminate any negative impacts to surrounding properties;

   (d) how the variance will not be contrary to the public interest;

   (e) why the variance is needed to resolve special conditions, and

   (f) why or how a literal enforcement of the provisions of this Chapter will result in unnecessary hardship.

7. Sign Elevations including:

   (a) A sketch of the front and side views of the structure(s) with dimensions;

   (b) Any existing or proposed Signs, with applicable dimensions; and

   (c) A sketch or drawing of all free-standing Signs, with all applicable dimensions.

Sec. 64-10-8 Special Exceptions

A. Information Required. This Section establishes the information that Special Exception Applications must include in order to be considered complete.

1. Application Documentation as set forth in Article 10Sec. 64-10-2, above.

2. A Site Plan as set forth in Sec. 64-10-3E above.

3. Provision of detailed justifications and documentation of compliance with Approval Criteria for Special Exceptions as set forth in Article 5.

4. If applicable, provision of detailed justifications and documentation of compliance with the Criteria by Use as set forth in Article 5.

B. Traffic Impact Studies (TIS). The Traffic Engineer shall prescribe the requirements and contents of any traffic impact study that may be required.

Sec. 64-10-9 Sign Permits

A. Application. An Application for a Sign Permit shall include the following information:

1. Sign location (address and parcel number);

2. Name and contact information for Sign fabrication contractor and Sign installation contractor;

3. Name and contact information of Sign Owner and all property Owners;

4. Type of business;

5. The type of Sign, based on the Sign classifications described in this Chapter (Articles 4, 13 and Appendix A), and as defined in Article 8;

6. Sign dimensions, including:

   (a) Height from ground level to top of Sign;

   (b) Height from ground level to bottom of Sign;

   (c) Width and height of Sign face; and

   (d) Sign area (total and for each Sign face).

7. Drawings

(a) Location Sketch;

(b) Submission of documentation certifying that the new or enlarged sign structure complies with the currently adopted International Building Code (IBC), which may require the submission of plans signed and sealed by a properly licensed Professional Engineer.

(c) A scaled drawing showing the entire Sign and support structure, with dimensions and renderings.

(d) For Freestanding Signs, a Site plan showing:

(1) The Sign location;

(2) Setbacks from the public right-of-way and front property line;

(3) Sign orientation;

(4) Distance from all Streets, rights of way and other structures on the Site; and

(5) location of any existing or proposed trees within fifteen (15) feet.

(e) For Wall Signs, a sketch and square footage of building wall.

8. Total cost of the Sign including materials, labor and installation.

9. If the contract(s) valuation is over fifty thousand dollars ($50,000), a State of Alabama General Contractor's Specialty License must be provided.

10. If an electrical permit is required by the currently adopted National Electrical Code, the required electrical permit must be obtained prior to the issuance of a Sign Permit. This includes the submission of

Underwriters Laboratory (UL) file number of Fabricator, UL file number of Sign, nits (if electronic) and electrical permit number.

11. The Sign permit shall become null and void unless construction of the Sign has been substantially completed within six (6) months from the date on which the permit was issued. In the event a permit becomes null and void after the expiration of six (6) months, the permittee shall be required to reapply for a permit for that Site and pay another permit Application fee.

B. Illuminated Signs/Electronic Message Centers

1. In addition to the requirements of Section A above, the following information is required:

(a) Site Plan depicting the straight line distance between the proposed sign and residentially zoned property.

(b) Submission of documentation that the sign is equipped with an ambient light monitor.

(c) Written certification from the sign manufacturer certifying that the light intensity of the sign is compliant with Article 4.

C. Off-Premise Signs. This includes electronic or digital Off-Premise Signs, and the conversion of any existing Off-Premise Sign to electronic or digital technology.

1. In addition to the requirements of Sections A and B above, the following information is required:

(a) Copy of a deed, lease or other agreement by which the Applicant has the right to erect, use or maintain the proposed Sign at the stated location.

(b) The distance from the proposed Sign to closest Off-Premise Sign on the same side of the street and on the opposite side of the street.

(c) Distance from proposed Sign to closest residentially zoned (R-1, R-2 or R-3) property.

(d) If the proposed sign is an Electronic Sign, the location of all other Electronic Off-Premise Signs within a radius of one mile of the proposed location, must be provided.

(e) If the proposed sign is an Electronic Sign, written certification from the Sign manufacturer certifying that the light intensity of the Sign has been preset not to exceed the illumination levels established by this Section, and that the preset intensity level is protected from end user manipulation by password protected software or other approved method is required.

(f) Identification of the Signs that will be removed within six (6) months of the issuance of the Sign Permit as required by this Section.

(g) A permit Application fee of two hundred fifty dollars ($250.00) per structure shall be paid by each person or corporation seeking a Sign Permit under this Section. This fee shall be in addition to, and not in lieu of, any other fees or licenses required.

D. Springhill Overlay, Downtown Development District, and Historic Districts

1. In addition to the requirements of Section A above, the following information is required:

(a) How the Sign will be mounted.

(b) Sign materials.

(c) Type of Sign lighting.

(d) Linear front footage of principle building.

(e) Scaled colored renderings of the requested Sign.

(f) Photographs with dimensions and photographs of the building.

(g) Certificate of Appropriateness is required for all Signs in Historic Districts.

(h) Approval of Consolidated Review Committee for Signs in the Downtown Development District.

Sec. 64-10-10 Fees

A. Fees required by this Chapter (including Rezonings, Text Amendments, Conditional Use Permit, Applications to the Board of Adjustment and Sign Permits) are established by Ordinance adopted by the City Council.

Chapter 64 Unified Development Code

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Article 11 Africatown Overlay 353
Sec. 64-11-1 Africatown Overlay 353

Article 11 Africatown Overlay

Sec. 64-11-1Africatown Overlay

A. Applicability

1. This Article applies to the Africatown Overlay, the boundaries of which are depicted on the official Zoning Map.

2. Properties developed or redeveloped within the Africatown Overlay shall comply with the regulations of the Africatown Overlay, all applicable requirements of the Uniform Development Code, and all other applicable requirements of the City Code, including but not limited to Chapter 17 - Stormwater Management and Flood Control and Chapter 25 - Garbage, Litter And Lot Maintenance.

3. To the extent that the requirements of the Africatown Overlay conflicts with the applicable base Zoning District, the Africatown Overlay requirements govern. However, the base zoning district requirements apply where the Africatown Overlay is silent.

B. Purpose and Intent

1. The Africatown Overlay as approved by the Planning Commission in April 2016, establishes an overall strategy for improving the Africatown community in ways that will encourage sustained reinvestment, enhance economic opportunity and provide a better quality of life for residents.

2. These standards are intended to:

   (a) Provide reasonable protection for the Africatown community's cultural heritage,

(b) Encourage compatible redevelopment within the Africatown community,

(c) Foster new development within the Africatown community, and

(d) Provide development standards in the Africatown Overlay that accommodate the existing development pattern of the community.

C. Permitted Uses. See Article 2.

D. Dimensional Standards. See base Zoning District in Article 2.

E. Streetscaping Standards for Commercial Districts

1. Sidewalk and Streetscape Improvements. At the time of development or redevelopment, sidewalk and/or streetscape improvements required by this Article shall be constructed adjacent to the parcel.

2. Minimum Sidewalk Width. A sidewalk width shall be maintained along the existing primary frontage to allow ample space for sidewalks to accommodate pedestrians, as follows:

(a) Sidewalks shall have a minimum width of five (5) feet.

(b) If the minimum sidewalk width cannot be met within the existing right-of-way:

(1) the remaining required sidewalk width shall be dedicated to the City, and

(2) the minimum Front Yard is measured from the back edge of the sidewalk.

3. Street Trees. Street trees adjacent to the lot frontage shall be provided by the Applicant and shall be spaced as required by the Approved Plant List.

F. Crime Prevention Through Environmental Design (CPTED)

1. Applicability. All new structures and subdivisions shall promote a secure environment through the use of Crime Prevention Through Environmental Design (CPTED) principles and strategies in the development design.

2. CPTED Plan. All new non-residential structures shall submit a CPTED Plan identifying the manner in which CPTED principles will be utilized in the facility's design.

3. CPTED Principles. The three principles of CPTED are as follows:

   (a) Natural surveillance, which involves the placement and design of physical features, as well as the placement of on-site activities, to maximize visibility. This includes building orientation, windows, entrances and exits, parking lots, walkways, guard gates, landscaping, Fences or walls, signage and other physical obstructions;

   (b) Natural access control, which involves use of sidewalks, pavement, lighting or landscaping to clearly guide the public to and from entrances and exits and the use of Fences, walls or landscaping to prevent or discourage public access to or from dark or unmonitored areas of the Site; and

   (c) Territorial reinforcement, which involves the use of pavement treatments, landscaping, art, signage, screening or Fences to define and outline property ownership.

G. Site and Building Design

1. Protection Buffers. Protection Buffers required by 64-3-8 shall apply, except for the following:

(a) wherever the boundary of a Building Site in a CW, B-4, B-5, ML, MH, I-1 or I-2 Zoning District, or an industrially utilized Building or Site, adjoins a residential Zoning District or a residentially used Building Site, the required Protection Buffer shall:

(1) Be at least thirty (30) feet wide;

(2) Be located along the outer perimeter of the lot and extend to the lot boundary line;

(3) Consist of:

a. A Wall or Fence with minimum height of six (6) feet, or a berm with a minimum height of five (5) feet; and:

1. a double-row of evergreen shrubs planted five (5) feet on-center, staggered, six (6) feet tall after the first year of planting, except within any required Front Yard where the height shall not exceed three (3) feet after the first year of planting; and

2. Consist of an even mixture of overstory and understory trees, evergreen and deciduous, calculated at one (1) tree per 30 linear feet, and spaced as directed on the Plant List. New trees planted to meet this requirement must comply with Section 64-3-7.A.7-9.

(b) Wherever the boundary of a Building Site in a CW, B-4, B-5, ML, MH, I-1 or I-2 Zoning District, or an industrially utilized Building or Site, is located across a public street from a residential Zoning District or a residentially used Building Site, required Protection Buffer shall:

(1) Be at least thirty (30) feet wide;

(2) Extend along the entire property frontage where across from residential;

(3) Consist of:

a. A Wall or Fence with minimum height of six (6) feet, or a berm with a minimum height of five (5) feet; and:

1. a double-row of evergreen shrubs planted five (5) feet on-center, staggered, six (6) feet tall after the first year of planting, except within any required Front Yard where the height shall not exceed three (3) feet after the first year of planting; and

2. An even mixture of overstory and understory trees, evergreen and deciduous, calculated at one (1) tree per 30 linear feet, , spaced as directed on the Plant List. New trees planted to meet this requirement must comply with Article 3.

3. The required wall, Fence or berm must be placed between twenty-five (25) to thirty (30) feet from the front property line.

4. Plantings to be placed on the street side of any wall fence or berm.

2. General Requirements

(a) Location of Protection Buffers. Protection buffers required by this Section shall be located on the lot along the outer perimeter of the lot and shall extend to the lot boundary line. Any required Yard is counted as part of the Protection Buffer.

(b) Landscape Features. Landscape features may be incorporated into any wall, Fence, Screen Planting, if the Protection Buffer meets the minimum height and width required by this Section.

(c) Fences or Walls. Fences or walls shall provide an opaque buffer. Chain link and wire metal fencing, with or without slats or screening, may not be used.

(d) Use of Land in Protection Buffer. That part of the Protection Buffer not used for compliance with this Section above may be used only for open space uses that protect the adjacent residential district or residentially used Building Site. Dumpsters, mechanical equipment and parking may NOT be placed in a required Protection Buffer. Overhead and underground utilities are permitted in Protection Buffers, but shall minimize the impact to vegetation to the maximum extent practicable. Where required plantings are damaged or removed due to utility construction or activity, the Owner shall be responsible for replanting all damaged or removed plantings as necessary to ensure the Protection Buffer meets the standards of this Section.

(e) Maintenance. The Owner shall maintain the Protection Buffer in a clean and neat condition, in good repair, in a manner that accomplishes its purpose continuously, and in full compliance with the requirements of this Section.

3. Location of Off-Street Parking Areas. On property zoned R-3, B-1, LB-2, B-2, B-3, B-5 or CW, off-street parking areas shall be located to the side or rear of the building(s) they serve.

4. Building Entrances. On property zoned R-3, B-1, LB-2, B-2, B-3, B-5 or CW, primary building entrances shall face the Street.

H. Nonconforming Structures

1. A nonconforming residential structure that is demolished may be rebuilt upon its existing foundation, subject to Building Code compliance.

2. Expansion of or additions to the existing foundation shall meet applicable yard and coverage requirements of Article 2.

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Article 12 Peninsula Overlay

Sec. 64-12-1 Peninsula Overlay

A. Applicability

1. This Article applies to the Peninsula Overlay, the boundaries of which are depicted on the official Zoning Map.

2. Properties developed or redeveloped within the Peninsula Overlay shall comply with the regulations of the Peninsula Overlay, all applicable requirements of the Uniform Development Code, and all other applicable requirements of the City Code, including but not limited to Chapter 17 - Stormwater Management and Flood Control and Chapter 25 - Garbage, Litter And Lot Maintenance.

3. To the extent that the requirements of the Peninsula Overlay conflicts with the applicable base Zoning District, the Peninsula Overlay requirements govern. However, the base Zoning District requirements apply where this Overlay is silent.

B. Permitted Uses. See Article 2 (Use Table).

C. Dimensional Standards. See base Zoning District (Article 2).

D. Streetscaping Standards for Commercial Districts

1. Sidewalk and Streetscape Improvements. At the time of development or redevelopment, sidewalk and/or Streetscape improvements required by this Article shall be constructed adjacent to the parcel.

2. Minimum Sidewalk Width. A sidewalk width shall be maintained along the existing primary frontage to allow ample space for sidewalks to accommodate pedestrians, as follows:

(a) Sidewalks shall have a minimum width of five (5) feet.

(b) If the minimum sidewalk width cannot be met within the existing right-of-way:

(1) the remaining required sidewalk width shall be dedicated to the City; and

(2) the minimum Front Yard is measured from the back edge of the sidewalk.

3. Street Trees. Street trees adjacent to the lot frontage shall be provided by the Applicant and shall be spaced as required by the Approved Plant List.

E. Open/Civic Space Standards

1. To ensure that required open and civic space enhances the natural character of the Peninsula Overlay, the use of impervious materials should be limited.

F. Low Impact Development

1. Applicability. All development shall incorporate one or more of the following Low Impact Development (LID) techniques to manage stormwater and protect the sensitive coastal environment of the Peninsula Overlay. These techniques are more fully described in the "Low Impact Development Handbook for the State of Alabama," developed by the Alabama Department of Environmental Management.

(a) Bioretention. Bioretention cells (BRCs) remove pollutants in stormwater runoff through adsorption, filtration, sedimentation, volatilization, ion exchange and biological decomposition. A BRC is a depression in the landscape that captures and stores runoff for a short time, while providing habitat for native vegetation that is both flood and drought tolerant. Bioretention shall be designed for the "first flush" event, typically the first one (1) inch to one and one-half (1½) inch of rainfall, to treat stormwater pollutants.

(b) Water Quality Swale. A water quality swale is a shallow, open-channel stabilized with grass or other herbaceous vegetation designed to filter pollutants and convey stormwater. Swales are applicable along roadsides, in parking lots, residential subdivisions, commercial developments and are well suited to single-family residential and campus-style developments. Water quality swales are designed to meet velocity targets for the water quality design storm, may be characterized as wet or dry swales, may contain amended soils to infiltrate stormwater runoff, and are generally planted with turfgrass or other herbaceous vegetation.

(c) Rain garden. A rain garden is a shallow depression in a landscape that captures water and holds it for a short period of time to allow for infiltration, filtration of pollutants, habitat for native plants and effective stormwater treatment for small-scale residential or commercial drainage areas. Rain gardens use native plants, mulch, and soil to clean up runoff. Rain gardens can be located throughout the landscape to disconnect impervious surfaces and treat runoff from rooftops, Driveways, sidewalks, existing landscapes or a combination of these surfaces. Rain gardens are most effective at reducing stormwater runoff when disconnecting two impervious surfaces such as a rooftop and a street.

2. Pervious Parking. All motor vehicle parking spaces provided in excess of the minimum required by Article 3 shall be constructed of an Alternative Parking Surface.

G. Residential Subdivisions. All residential subdivisions, except foy those subject to Minor Plat or Minor Lot Adjustment provisions of the Subdivision Regulations, shall utilize conservation development site design of Articles 2 and 3.

H. Impervious Surface Limitation on Lots Containing Non-Residential Uses

1. Lots developed with non-residential uses shall comply with one of the two options below:

(a) A minimum of seventy (70) percent of the impervious surface shall incorporate Low Impact Development techniques, or

(b) The maximum impervious surface coverage on a lot shall be based on the lot size as of the effective date of this section:

Table 64-12-1.1

Lot Size (square feet)	Maximum Impervious Surface Coverage
0 – 5,000	40%
5,001 – 10,000	35%
10,001 – 20,000	30%

20,001 – 43,560	25%
Greater than 43,560	20%

I. Bicycle Parking

1. Purpose. The bicycle parking requirements of this Section are intended to encourage the use of bicycles as a means of transportation in the Peninsula Overlay by providing safe and convenient places to park bicycles.

2. Applicability. These requirements shall apply to all new construction, and additions and expansions or a change of use that results in an increase in the minimum number of bicycle parking spaces required. Bicycle parking requirements shall only apply to the increase in bicycle parking requirements of the new use, and the new construction or the portion of the enlarged building or structure only, and not to the existing building or structure.

3. Short Term Bicycle Parking

(a) Minimum Number of Short-Term Spaces Required for Multi-Family Uses. Multi-family residential developments in excess of ten (10) dwelling units shall provide one (1) short term bicycle parking space per ten (10) dwelling units or fraction thereof.

(b) Minimum Number of Short-Term Spaces Required for Non-Residential Uses. Non-residential uses shall provide short-term bicycle parking spaces in accordance with the following table:

Table 64-12-1.2

Gross Floor Area	Minimum Number of Required Short-term Bicycle Parking Spaces
0 – 6,000 square feet	2
More than 6,000 square feet	2, plus 1 space per each additional 6,000 square feet or fraction thereof

(c) Development Standards for Short-Term Bicycle Parking.

(1) Short-term bicycle parking encourages shoppers, customers and other visitors to use bicycles by providing a convenient and readily accessible place to park bicycles.

(2) Short term bicycle parking shall comply with the following locational standards:

a. Serves the main entrance of a building;

b. Visible to pedestrians and bicyclists;

c. Provided in racks permanently affixed to the ground;

d. Publicly accessible at all hours; and

e. At the same grade as the abutting sidewalk, or at a location that is ADA accessible.

4. Long-Term Bicycle Parking. Long-Term bicycle parking is not required but, where provided, may substitute for up to ten (10) percent of required motor vehicle parking as set forth in Article 3. A reduction in the minimum required number of motor vehicle parking spaces is allowed equal to the percentage of long-term bicycle parking spaces provided.

(a) Development Standards for Long-Term Bicycle Parking.

(1) Long-term bicycle parking provides employees, students, residents, commuters and others who generally stay at a location for several hours, a secure and weather-protected place to park bicycles.

(2) Long-term bicycle parking shall comply with the following locational standards:

a. Shall be located inside buildings, under roof overhangs or awnings, in bicycle lockers or within or under other structures; and

b. Provided in racks permanently affixed to the ground or, when located within a building, any lockers or racks shall be securely mounted on the floor, wall or ceiling.

5. Bicycle Rack Standards. All bicycle racks shall:

(a) Support the bicycle in at least two places;

(b) Allow locking of the frame and one or both wheels with a U-lock;

(c) Resist cutting, rusting and bending;

(d) Be constructed using durable finishes that are not damaged by the constant abrasion from the bicycles; and

(e) Be placed at least thirty (30) inches from each other and at least thirty-six (36) inches from walls or any other obstructions.

Chapter 64 Unified Development Code

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Article 13 Spring Hill Overlay

Sec. 64-13-1 Purpose and Intent.

A. Establishment. The City has created the Spring Hill Overlay which establishes land development requirements that enable and encourage traditional, walkable village and neighborhood centers, and bring a balance between vehicular and pedestrian-oriented design.

B. These standards were created to:

1. Enable Street-oriented, pedestrian-friendly development within the defined Spring Hill Overlay areas by approving Building placement and parking requirements conducive to walkable districts, and

2. Encourage the creation of traditional centers by prescribing Building standards, signage requirements and other details that contribute to the pedestrian realm.

Sec. 64-13-2 Administration

A. Applicability

1. This Article applies to the Spring Hill Overlay, the boundaries of which are depicted on the official Zoning Map.

2. The regulations and criteria set forth in this section are applicable to the geographic areas within the Spring Hill Overlay boundary, with respect to specific Site and land development requirements.

3. Properties being developed or redeveloped within the Spring Hill Overlay shall comply with all applicable regulations of this Article.

4. Except where explicitly provided to the contrary, whenever the requirements of these overlay regulations are in conflict with the other requirements of Chapter 64, the requirement within this Article shall supersede.

5. However, the underlying requirements remain applicable where this overlay remains silent.

B. Graphics and illustrations

1. In case of conflict between any figure and any text in this overlay ordinance, the text shall apply and supersede the graphic or illustration.

2. Guide to the Spring Hill Overlay.

(a) Identify the properties that are part of the Spring Hill Overlay.

(b) Refer to the Zoning Map and identify the Regulating Plan Sub-District within which the property is located.

(c) Applications to amend the regulating plan shall follow the standard procedures set-forth in Article 5.

(d) Refer to Section 64-13-4 for regulations on Building envelope, Site area, Site coverage, height limit, Yards required, sidewalk and Street improvements and Building Frontage, specific to the sub-district.

(e) Refer to Sec. 64-13-5 below, Supplementary Regulations, for additional standards that apply to all sub-districts, including Building standards and landscape standards.

(f) Refer to Sec. 64-13-6 below, Off-Street Parking and Loading, to identify parking and loading location and design standards.

(g) Refer to Sec. 64-13-7 below, Signs, to identify the types of signage allowed in the Spring Hill Overlay, and size and placement requirements.

Sec. 64-13-3 Regulating Plans

A. The regulating plans identify the location of the sub-districts, and primary and secondary Frontages for all properties within the Spring Hill Overlay.

B. Proposed new Streets located on the regulating plans are permitted, but not required.

1. At the time of development or redevelopment of a property, the inclusion of a new Street is at the discretion of the property Owner.

2. These new Street locations are schematic to allow flexibility in the design of the Site plan.

Sec. 64-13-4 Sub-districts

A. The Spring Hill Overlay is divided into designated sub-districts, which reflect the character of the various areas within the Spring Hill Overlay. The sub-districts are identified as:

1. Village Center

2. Neighborhood Center

3. Neighborhood General

B. Village Center Subdistrict

1. Description.

(a) This district is the most densely occupied subdistrict and consists of Street-oriented, mixed-use Buildings that may accommodate a range of uses including retail, offices, residential and civic uses.

(b) The village center serves the needs of the surrounding community; the walkable, park-once environment is accommodating to both pedestrians from surrounding neighborhoods, as well as those from the greater community.

(c) The district has wide sidewalks, regular Street tree planting and Buildings set close to the sidewalks to create a regular Street Facade.

2. Permitted uses. Permitted uses in the underlying zoning requirements remain applicable.

3. Building envelope. The following apply to Buildings within the Village Center Sub-District:

(a) Building Site area. There is no minimum Building Site area required.

(b) Building Site coverage. The maximum Building Site coverage by all Buildings shall be ninety (90) percent.

(c) Building height limit. No principal Building along a lot frontage shall be designed, erected or altered to exceed four (4) stories.

(d) Building Yards required. The minimum dimensions of Yards shall be:

Table 64-13-4.1 Village Center Subdistrict Building Yards

1) Front build-to zone	a) The principal Facade of a Building shall be built within a build-to zone that is located between a line zero-feet from the front property line and a line 5 feet from the front property line. b) The build-to zone shall be adjusted to meet the minimum sidewalk requirement (see subsection (e) Minimum Sidewalk, below) c) To avoid trees with DBH greater than 12 inches, the build-to zone shall be adjusted 1 foot for every 1 inch of DBH. d) A Tree Removal Permit must be obtained to remove any Heritage Tree within the front built-to zone. e) Civic Buildings are exempt from build-to requirements.
2) Side Yard	a) No minimum
3) Rear Yard	a) No minimum

(e) Minimum sidewalk.

(1) A minimum sidewalk width of twelve (12) feet shall be maintained along the back edge of curb along the existing primary frontage within the village center sub-district, to allow ample space for sidewalks to accommodate pedestrians and Street improvements such as Street lights and Street trees.

(2) Sidewalks shall be a maximum of fifteen (15) feet. All other Streets in the village center shall maintain a minimum sidewalk width of twelve (12) feet.

(3) In locations where the minimum sidewalk dimension cannot be met within the existing right-of-way, the remaining required sidewalk width shall be dedicated to the City, and the build-to zone shall begin at the back edge of the sidewalk.

(4) Existing Buildings located forward of the minimum sidewalk dimension shall be permitted to remain.

(f) Sidewalk and Streetscape improvements. At the time of development or redevelopment, sidewalk and/or Streetscape improvements required by this ordinance shall be constructed adjacent to the parcel.

(g) Building frontage.

(1) The required Building frontage shall be eighty (80) percent to one hundred (100) percent of the lot frontage as measured from side property line to side property line at the principal Facade line.

(2) Properties with a frontage width less than one hundred twenty (120) feet that are unable to access the rear of the property by other means (such as through an Alley or adjacent parking lot) may retain twenty-four (24) feet of frontage for vehicular access to the rear of the property.

(3) Civic Buildings are exempt from Building frontage requirements.

C. Neighborhood Center Sub-district

1. Description.

(a) This district is intended to consist of a mixture of uses, including neighborhood-serving retail, residential and civic.

(b) The neighborhood center is intended to serve the daily needs of residents located within surrounding residential neighborhoods.

(c) Buildings may be attached or detached and are separated from the Street with wide sidewalks and regular Street tree planting.

(d) Buildings may be separated from the sidewalk with small Street Yards.

2. Permitted uses. In addition to those uses already permitted, all properties within the neighborhood center sub-district shall be permitted those uses allowed in the T-B (transitional business) district.

3. Building envelope. The following apply to Buildings within the neighborhood center sub-district:

(a) Building Site area. There is no minimum Building Site area required.

(b) Building Site coverage.

(1) The maximum Building Site coverage by all Buildings shall be eighty (80) percent.

(2) For Building Sites equal to or less than four thousand (4,000) square feet, there shall be no maximum.

(c) Building height limit. No principal Building along a lot frontage shall be designed, erected or altered to exceed three (3) stories.

(d) Building Yards required. The minimum dimensions of Yards shall be:

Table 64-13-4.2 Neighborhood Center Sub District Building Yards

1) Front build-to zone	a) The principal Facade of a Building shall be built within a build-to zone that is located between a line 0 feet from the front property line and a line 12 feet from the front property line. b) The build-to zone shall be adjusted to meet the minimum sidewalk requirement (see subsection e, below). c) To avoid trees with DBH greater than 12 inches, the build-to zone shall be adjusted 1 foot for every 1 inch of DBH. d) A Tree Removal Permit must be obtained to remove any Heritage Tree within the front built-to zone. e) Civic Buildings are exempt from build-to requirements.
2) Side Yard	a) No minimum
3) Rear Yard	a) 5 feet minimum

(e) Minimum sidewalk.

(1) A minimum width of twelve (12) feet shall be maintained along the back edge of curb on all Streets, to allow ample space for sidewalks to accommodate pedestrians and Street improvements such as Street lights and Street trees.

(2) In locations where the minimum sidewalk dimension cannot be met within the existing right-of-way, the remaining required sidewalk width shall be dedicated to the City, and the build-to zone shall begin at the back edge of the sidewalk.

(3) Existing Buildings located forward of the minimum sidewalk dimension shall be permitted to remain.

(f) Sidewalk and Streetscape improvements. At the time of development or redevelopment, sidewalk and/or Streetscape improvements required by this ordinance shall be constructed adjacent to the parcel.

(g) Building frontage.

(1) The Building frontage shall be seventy (70) percent to one hundred (100) percent of the lot frontage as measured from side property line to side property line at the principal Building Facade line.

(2) Properties with a frontage width less than eighty (80) feet that are unable to access the rear of the property by other means (such as through an Alley or adjacent parking lot) may retain twenty-four (24) feet of frontage for vehicular access to the rear of the property.

(3) Civic Buildings are exempt from Building frontage requirements.

D. Neighborhood General Sub-district

1. Description.

(a) This district consists of a mixture of uses but primarily residential urban fabric.

(b) It may have a wide range of Building types and uses, including residential (in attached and detached Buildings), civic Buildings and limited retail including home occupations.

(c) Setbacks and landscaping are variable.

(d) This district has generous sidewalks and regular Street tree planting.

2. Permitted uses. Permitted uses in the underlying zoning requirements remain applicable.

3. Building envelope. The following apply to Buildings within the neighborhood general sub-district.

(a) Building Site area. There is no minimum Building Site area required.

(b) Building Site coverage.

(1) The maximum Building Site coverage by all Buildings shall be seventy (70) percent.

(2) For Building Sites equal to or less than four thousand (4,000) square feet, there shall be no maximum.

(c) Building height limit. No Building shall be designed, erected or altered to exceed three (3) stories.

(d) Building Yards required. The minimum dimensions of Yards shall be:

Table 64-13-4.3 Neighborhood General Sub District Building Yards

1. Front build-to zone	a) The principal Facade of a Building shall be built within a build-to zone that is located between a line 6 feet from the front property line and a line 18 feet from the front property line. b) Single-family residential units that enfront existing primary frontage Streets may be set back an additional 7 feet for a maximum of 25 feet. c) To avoid trees with DBH greater than 12 inches, the build-to zone shall be adjusted 1 foot for every 1 inch of DBH. d) A Tree Removal Permit must be obtained to remove any Heritage Tree within the front built-to zone. e) Civic Buildings are exempt from build-to requirements.
2. Side Yard	a) No minimum
3. Rear Yard	a) 5 feet minimum

(e) Sidewalk and Streetscape improvements. At the time of development or redevelopment, sidewalk and/or Streetscape improvements required by this ordinance shall be constructed adjacent to the parcel.

(f) Building frontage.

(1) The Building frontage shall be sixty (60) percent to one hundred (100) percent of the lot frontage as measured from side property line to side property line at the principal Building Facade line.

(2) Properties with a frontage width less than sixty (60) feet that are unable to access the rear of the property by other means (such as through an alley or adjacent parking lot) may retain twenty-four (24) feet of frontage for vehicular access to the rear of the property.

(3) Civic Buildings are exempt from Building frontage requirements.

Sec. 64-13-5 Supplementary Requirements

A. Primary and Secondary Frontages

1. The Regulating Plans establish a designation of Frontages as either "primary" or "secondary", for both existing and proposed future Street locations.

2. Buildings which face Primary Frontages shall be held to the highest standard of the Spring Hill Overlay regulations, in support of pedestrian activity.

B. Building standards

1. Primary Entrance. The Primary Entrance of every Building must directly face a Street or a Civic Space; a second door may be provided at the rear, convenient to parking.

2. Doors and Windows.

(a) Each floor of any Building facing a primary Street or Civic Space shall have between twenty (20) percent and seventy-five (75) percent of each story as transparent windows (see figure 6).

(b) For windows to be considered transparent, the window glass, whether integrally tinted or with applied film, must transmit at least fifty (50) percent of visible daylight.

(c) In addition, storefronts must comply with the following:

(1) The ground story's Primary Facade must have transparent storefront windows covering no less than fifty (50) percent of its principal plane in order to provide clear views of merchandise in stores and to provide natural surveillance of exterior Street spaces (see Figure 64-13-5.1).

(2) Doors allowing public access to Streets must be provided at intervals no greater than fifty (50) feet to maximize Street activity, to provide pedestrians with frequent opportunities to enter Buildings and to minimize any expanses of inactive wall.

(3) Figures.

Figure 64-13-5.1 Façade Transparency Examples



3. Liner Buildings.

(a) The character of some uses of land, such as theaters, grocery stores, parking structures, and other large-footprint uses would preclude their Buildings from complying with the door and window requirements of this overlay code.

(b) Such Buildings shall be constructed in a manner that they will be separated from primary Frontages by Liner Buildings (See *Figure 64-13-5.2 Liner Building Example*)

(1) Liner Buildings shall be at least as tall as the Building they are screening and must comply with the height requirements of the subdistrict in which they are located.

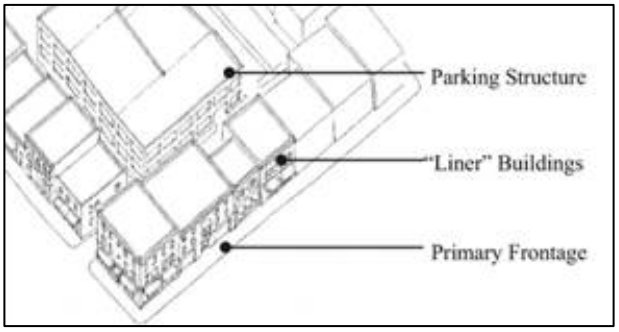
(2) Liner Buildings shall be no less than twenty (20) feet in depth.

(3) Liner Buildings may be detached from or attached to the Buildings they are concealing.

(4) Liner Buildings may be used for any purpose allowed on the lot on which they are located except for parking.

(5) Liner Buildings shall meet the Primary Facade transparency requirements in Article 13Sec. 64-13-5.B.2 above2(c) above.

Figure 64-13-5.2 Liner Building Example



4. Large footprint Buildings.

(a) Buildings with a footprint greater than twenty thousand (20,000) square feet may be built within the village center and neighborhood center sub-districts.

(b) Such Buildings must abide by requirements in the Spring Hill Overlay with the following special limitations:

(1) Large footprint Buildings may be permitted to be one story in height on any frontage except Old Shell Road and McGregor Avenue, but shall be at least twenty-four (24) feet in height.

(2) This may be accomplished with higher ceiling heights and/or parapets or by having a liner Building between the one-story Building and the frontage on Old Shell Road and/or McGregor Avenue.

(3) Buildings shall not be larger than a single block.

5. Frontage percentages.

(a) Frontage percentage is the percentage of the width of a lot that is required to be occupied by its Building's Primary Facade. Refer to Section 64-13-4, B. C. and D, above. above for minimum and maximum frontage percentages for each subdistrict.

(b) The location of the Primary Facade's principal plane is not changed by Facade extensions such as bay windows, Awnings, porches, Balconies, Stoops, Colonnades, Galleries or Arcades, or by upper stories that are closer to or further from the Street.

(c) Up to fifty (50) percent of the width of the Primary Facade may be counted as meeting the frontage percentage requirement even though it may be set back up to ten (10) feet further from the Street than the Primary Facade's principal plane (see Figure 64-13-5.3 Primary Facade Frontage).

(d) Forecourts.

(1) A portion of the Building's Primary Facade may be set back up to twenty (20) feet further from the Street than the Primary Facade's principal plane if this space is constructed as a forecourt, chamfered corner or pedestrian entryway that is open to the sidewalk.

(2) This recessed portion may be up to forty (40) percent of the total width of the Primary Facade and may not be used by vehicles (see Figure 64-13-5.4 Forecourt Primary Facade Frontage).

(3) On courtyard Buildings, this forecourt may extend beyond twenty (20) feet into a central garden or courtyard.

(e) Civic Spaces and civic Buildings. Civic Spaces and civic Buildings are exempt from frontage percentage requirements.

(f) Figures.

Figure 64-13-5.3 Primary Facade Frontage

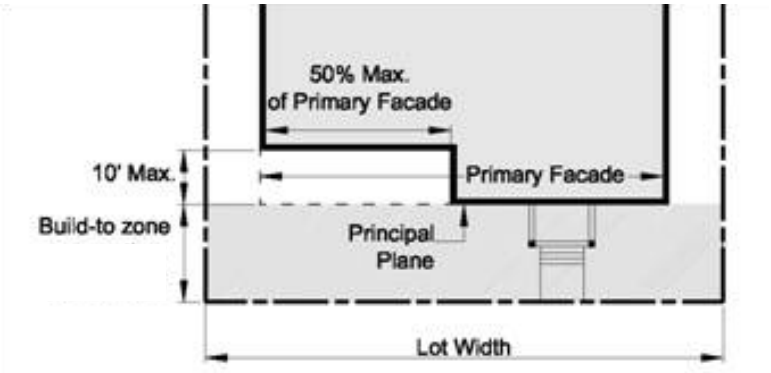
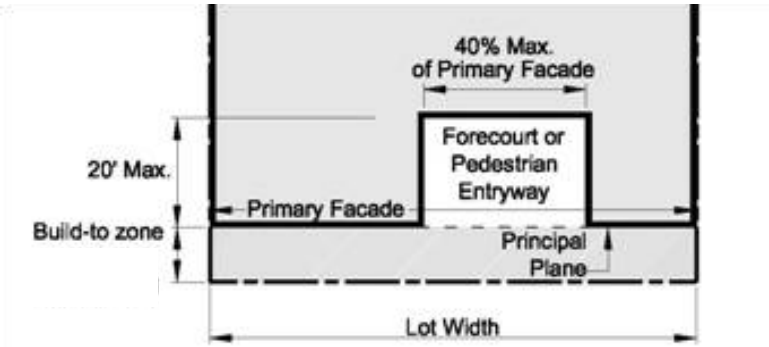


Figure 64-13-5.4 Forecourt Primary Facade Frontage



6. Garden walls, Fences, hedges and Protection Buffers.

(a) Fences, garden walls or hedges are required along all un-built property lines which abut Primary Frontages, unless the Primary Frontage is being utilized as a Civic Space, and along secondary Streets,

(b) Protection Buffers, in compliance with Section 64-3-8 are required along all Side Yards and Rear Yards where the development is adjacent to residentially zoned or used properties.

7. Shading of sidewalks.

(a) Each Building with a non-residential or non-civic use on the ground story is required to have Awnings, Marquees, Balconies, Colonnades, Galleries or Arcades facing all Primary Frontages.

(b) When providing a required Awning, Marquee, balcony, colonnade, gallery or arcade, or one that extends over a public right-of-way, the following design requirements apply:

(1) Awnings. (see Figure 64-13-5.5 Awnings and Marquees)

a. Awnings over ground-story doors or windows shall have a depth of at least five (5) feet and a clear height of at least eight (8) feet above the sidewalk.

b. Awnings must extend over at least twenty-five (25) percent of the width of each primary Facade.

c. Back-lit, high-gloss or plasticized fabrics are prohibited.

(2) Marquees. (see Figure 64-13-5.5 Awnings and Marquees)

a. Marquees shall have a depth of at least five (5) feet and a clear height of at least ten (10) feet above the sidewalk.

b. Marquees shall extend over at least twenty-five (25) percent of the width of each primary Facade.

(3) Second-story Balconies. (see Figure 64-13-5.6 Second Story)

a. Second-story Balconies shall have a depth of at least six (6) feet and a clear height below of at least ten (10) feet above the sidewalk.

b. These Balconies shall extend over at least twenty-five (25) percent of the width of each Primary Facade.

c. These Balconies may have roofs but must be open toward the Street.

(4) Awnings, Marquees and second-story Balconies.

a. May extend forward of the build-to zone and/or into the public right-of-way, provided they do not extend within the planting strip or tree well areas.

(5) Colonnades, Galleries and Arcades (See Figure 64-13-5.7 Galleries, Colonnades and Arcades)

a. Must have a clear width from the interior face of their support columns to the Building's Primary Facade of at least ten (10) feet and a clear height above the sidewalk of at least ten (10) feet.

b. Support columns can be spaced no further apart than they are tall.

c. Colonnades, Galleries and Arcades must extend over at least seventy-five (75) percent of the width of each Primary Facade.

d. Colonnades, Galleries and Arcades may extend forward of the build-to zone and/ or into the public right-of-way provided they maintain twenty-four (24) inches of horizontal clearance from a parking lane or travel lane.

(6) Figures.

Figure 64-13-5.5 Awnings and Marquees

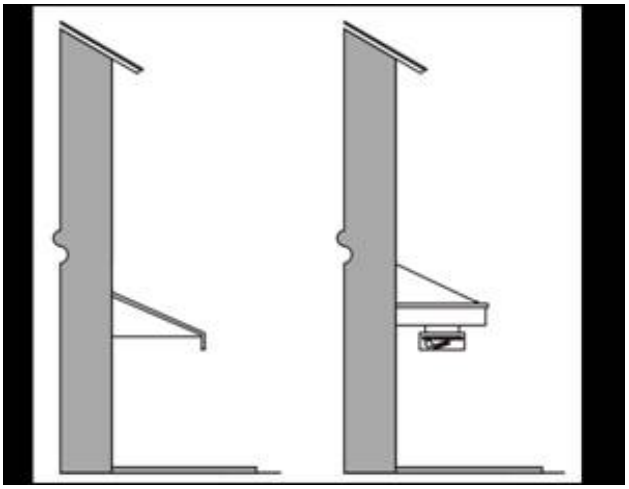


Figure 64-13-5.6 Second Story Balconies

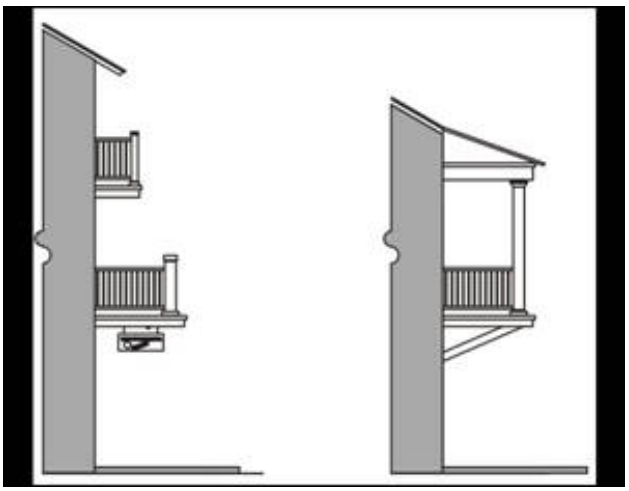
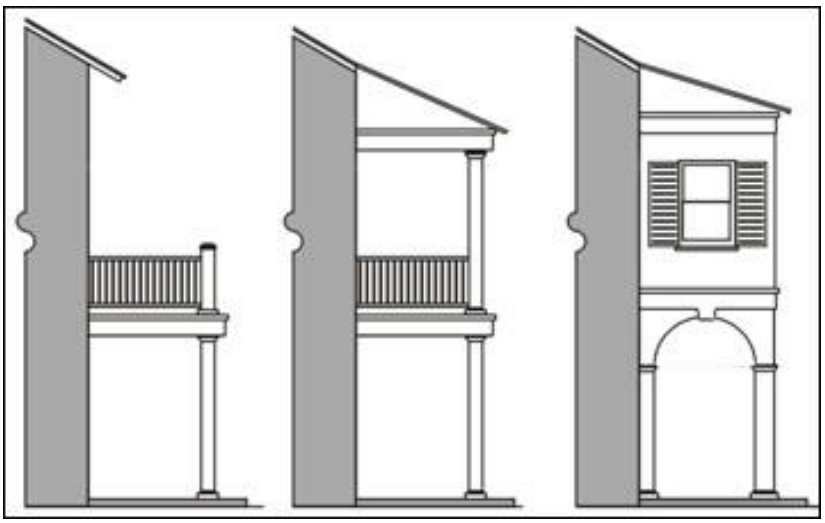


Figure 64-13-5.7 Galleries, Colonnades and Arcades



8. Front porches.

(a) Front porches shall be a minimum eight (8) feet deep and may extend up to ten (10) feet forward of the build-to zone.

(b) Front porches are required to be open and un-air-conditioned. No more than twenty-five (25) percent of the floor area of a porch may be screened if the porch extends forward of the build-to zone.

(c) Partial walls and railings on porches may be no higher than forty-two (42) inches.

(d) Porches may not extend into the right-of-way.

9. Stoops.

(a) Stoops may extend forward of the build-to zone.

(b) Partial walls and railings on Stoops may be no higher than forty-two (42) inches.

(c) Stoops may extend into the right-of-way, provided that a minimum five (5) feet clear sidewalk access is maintained for pedestrians, and a right-of-way permit is obtained.

10. Story heights.

(a) The ground story of commercial and mixed-use Buildings must be from twelve (12) feet to eighteen (18) feet tall.

(b) The ground story of residential Buildings must be from ten (10) to fourteen (14) feet tall.

(c) Each story above the ground story in commercial and residential Buildings must be from eight (8) feet to twelve (12) feet tall; any upper story taller than twelve (12) feet will count as two (2) stories.

(d) Story heights are measured from the finished floor to the bottom of the lowest structural member that supports the story or roof structure above.

11. Residential floor elevation.

(a) Residential Buildings must have the floor of their first habitable story elevated at least two and one-half (2½) feet above the adjacent sidewalk.

(b) If this floor is more than five (5) feet above the adjacent sidewalk, the space below counts as the ground (first) story for purposes of measuring Building height.

12. Exterior Building lighting.

(a) The treatment of exterior Building lighting is important with an impact on public safety and welfare.

(b) Lighting should be done in such a way as to avoid intense point-sources of light.

(c) All outdoor lighting shall be shielded or directed so that all of the illumination falls upon either the surface of the structure to be illuminated, or on the ground.

(d) Light fixtures shall be downcast or low cut-off fixtures to prevent glare and light pollution.

(e) At the front of the Building, exterior lights shall be mounted between six (6) feet and fourteen (14) feet above adjacent grade.

(f) Floodlighting shall not be used to illuminate Building walls (i.e. no up-lighting).

C. Supplementary Yard Regulations

1. Properties within the Spring Hill Overlay shall present an acceptable appearance to adjacent residential districts, which includes the adequate shielding of parking facilities and adequate shielding to afford protection from visual encroachment to maintain and protect the privacy of adjacent residential properties.

D. Landscaping Percentage Requirements

1. As development and redevelopment occur within the Village Center and Neighborhood Center sub-districts, ten (10) percent of the total Building Site being developed or redeveloped shall be required to be landscaped.

2. Within the Village Center sub-district a Parking Garage with Liner Buildings fronting all Streets and Civic Spaces may be exempt from this requirement.

3. Within the Village Center and Neighborhood Center sub-districts, there shall be no landscaping percentage requirements on property between the Street line and the Building wall, due to the proposed location of Street trees within the right-of-way and the desired close proximity of Building wall to sidewalk to create traditional, walkable village and neighborhood centers.

4. Street trees located adjacent to the lot frontage shall be counted toward the applicable tree requirements.

5. In such case that the required number of trees cannot fit within the minimum landscaped area, remaining trees shall instead be donated to the Mobile Tree Commission to be planted as Public Trees.

6. Street trees adjacent to the lot frontage shall be provided by the Applicant and shall be spaced approximately thirty (30) feet on center.

E. Design Standards for Drive-Thru Businesses

1. Drive-Thru service windows may be permitted only to the side or rear of the principal Building, in mid-block and Alley accessed locations.

Sec. 64-13-6 Off-Street Parking and Loading

A. Intent. The intent of these parking regulations is to encourage a balance between compact pedestrian oriented development and necessary car storage.

B. Minimum Off-Street Parking Facilities

1. Development must provide the minimum amount of parking as noted below:

Figure 64-13-6.1 Parking

1) Dwellings, one-family	No parking spaces area required.
2) Dwellings, two-family or multiple-family	No parking spaces are required.
3) General business, commercial personal service establishments, commercial amusements, offices, repair shops, medical and dental clinics, libraries, art Galleries, clubs, lodges.	One space per 450 square feet gross floor area.
4) Industrial, manufacturing, warehouse and distribution establishments	One space per 450 square feet gross floor area.
5) Office—distribution mixed-use establishments	One space per 450 square feet gross floor area.
6) Restaurant	One (1) space per three hundred (300) square feet gross floor area.

C. Maximum Off-Street Surface Parking Facilities. The maximum amount of off-Street surface parking provided shall be twenty (20) percent more than the prescribed minimum parking requirement amounts stated in the table above.

D. Maximum Off-Street Structured Parking Facilities. There are no maximum parking requirements for off-Street structured parking provided that spaces in excess of maximum surface parking requirements be made available to public use.

E. Site design

1. Parking shall be located to the side or rear of the principal Building.

2. Surface parking lots shall be set back a minimum of thirty (30) feet from the property line facing a Street or Civic Space to reserve space for either Liner Buildings or other screening between parking and the lot frontage.

3. Parking lot aisles shall connect across adjacent property lines, when feasible.

4. A property internal to a block that redevelops prior to its neighbors is not required to construct parking that connects to its neighbor's property; however, the Site plan shall reflect a parking layout that provides room for future connections when neighboring properties redevelop.

F. Vehicular parking access

1. Access to parking shall be from secondary Frontages or Alleys wherever possible.

2. The vehicular entrance of a parking lot or structure shall be a minimum of twenty-four (24) feet and a maximum of thirty (30) feet for two-way traffic.

G. Loading and Service Location

1. Access to loading and service entries shall be allowed only on secondary Frontages, Alleys and within parking lots and structures.

2. Loading docks, service areas and trash disposal facilities shall not face primary Streets or Civic Spaces.

3. For those properties with Frontages only on primary Streets, loading and service entries shall be permitted, but loading and service facilities shall be adequately shielded from view of pedestrians on the Street or from Civic Spaces through use of a garden wall, Fence or hedge.

4. Shared off-Street loading facilities between adjoining uses and parcels is encouraged.

Sec. 64-13-7 Signs

A. Purposes

1. The purpose of this subsection is:

   (a) to encourage the effective use of Signs as a means of communication, while maintaining a high-quality pedestrian environment;

   (b) to maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth; and

   (c) to enable the fair and consistent enforcement of these Sign regulations.

2. These regulations prescribe pedestrian and slow movement vehicle scaled signage that are appropriate means of communication in traditional, walkable village and neighborhood centers.

3. Large signage meant to attract the attention of fast moving vehicles is not appropriate for such environments.

B. Generally

1. Applications for Signs must comply with the Submittal requirements of Article 10.

2. In calculating the maximum allowable signage for all Signs, except for Banners and Sandwich Board Signs, no Sign shall exceed one and one-half (1.5) square feet per linear foot of the primary Building wall, for a maximum of sixty-four (64) square feet per tenant. All sides of Signs containing a commercial message shall be included.

C. Permissible Signs. The following Signs are permissible in the Spring Hill Overlay provided they comply with all of the requirements stated in this Article and are appropriately permitted.

1. Awning Signs;

2. Banners;

   (a) Banners that comply with Article 4, Signs, of the City of Mobile Code, as amended.

3. Building Marker;

4. Canopy Signs

   (a) Maximum copy size shall not exceed that allowed for wall sign.

5. Changeable Copy Signs;

6. Marquee Signs;

7. Menu Board Signs

   (a) Maximum size shall not exceed ten (10) square feet.

8. Projecting Signs

   (a) Limited to a maximum of six (6) square feet;

(b) No Sign shall extend five (5) feet beyond the Building wall;

(c) Signs may project into the right-of-way a maximum of two-thirds (2/3) of the distance to the roadway; but

(d) No Sign may project five (5) feet from the Building wall and no Sign shall be closer than two (2) feet to a roadway; and

(e) Minimum height to bottom of sign shall be eight (8) feet.

9. Sandwich Board Signs;

10. Suspended Signs

(a) Maximum size shall not exceed six (6) square feet;

(b) Minimum height to the bottom of the Sign shall be eight (8) feet.

11. Wall Menu Board Signs.

(a) Maximum size shall not exceed five (5) square feet.

12. Wall Signs

(a) Fifteen (15) percent of usable wall area maximum.

13. Window Signs.

(a) Ten (10) percent of window area maximum.

D. Sign Placement

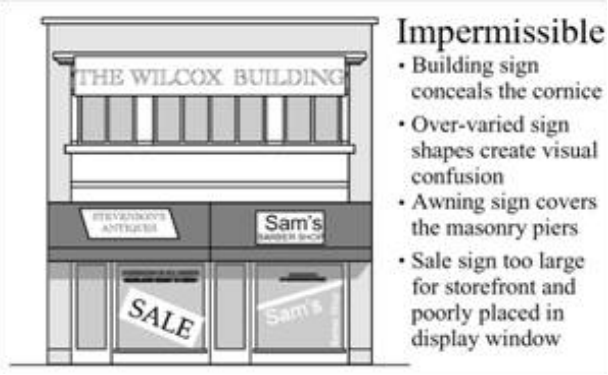
1. Figure 64-13-7.1 Permissible Signage Placement and Figure 64-13-7. 2 Impermissible Signage Placement shall be used as a guideline to make a determination of appropriateness of the placement of signage on a case by case basis, when signage is submitted for permitting.

(a) Figures.

Figure 64-13-7.1 Permissible Signage Placement



Figure 64-13-7. 2 Impermissible Signage Placement



E. Prohibited Signs. The following signs are prohibited in the Spring Hill Overlay:

1. Animated Signs;

2. Beacons;

3. Inflatable Signs and tethered balloons;

4. Off-Premise Signs;

5. Pennants;

6. Portable Signs;

7. Roof Signs;

8. Temporary Signs;

9. Freestanding Signs;

10. Monument Signs; and

11. All other Signs prohibited in Article 4, Signs.

F. Signs Exempt From Regulation. The following signs are exempt from regulation under this sub-section.

1. Any Sign that is declared exempt by Article 4, Signs; or

2. Any public notice or warning, to be displayed on any lot or structure within the Spring Hill Overlay, required by a valid and applicable federal, state or local law, regulation or ordinance.

Chapter 64 Unified Development Code

Contents

Article 14 Historic District Overlay 397
Sec. 64-14-1 Historic District Overlay 397

Article 14 Historic District Overlay

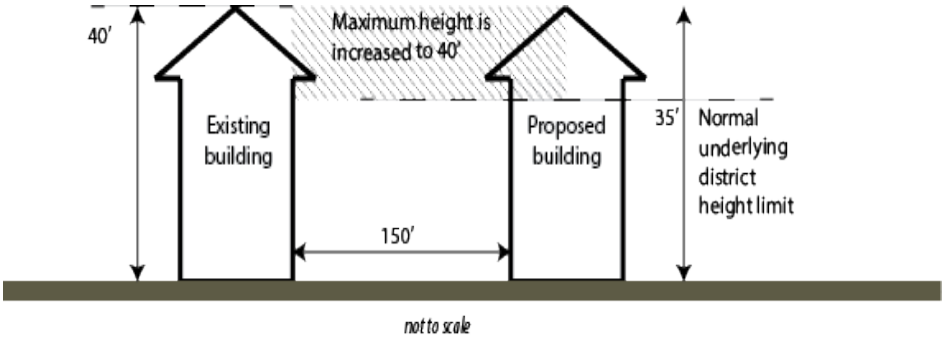
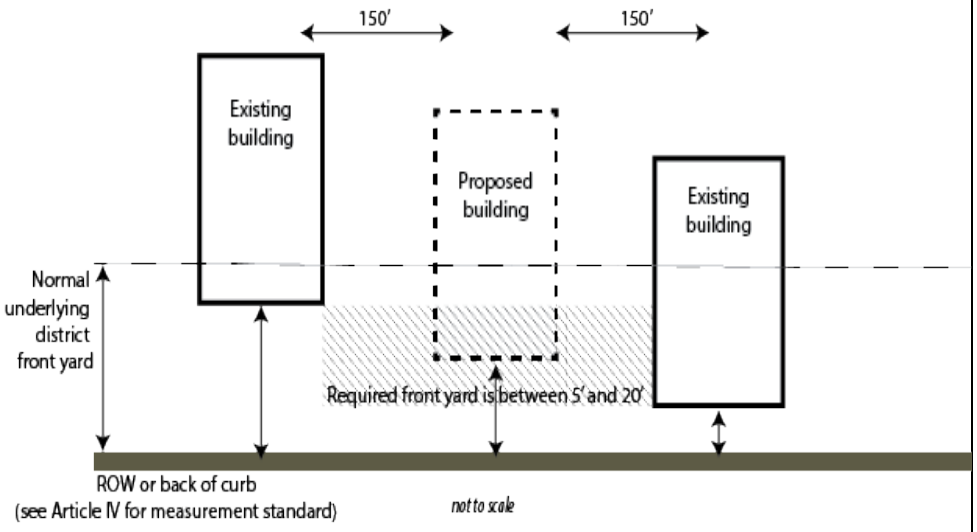
Sec. 64-14-1 Historic District Overlay

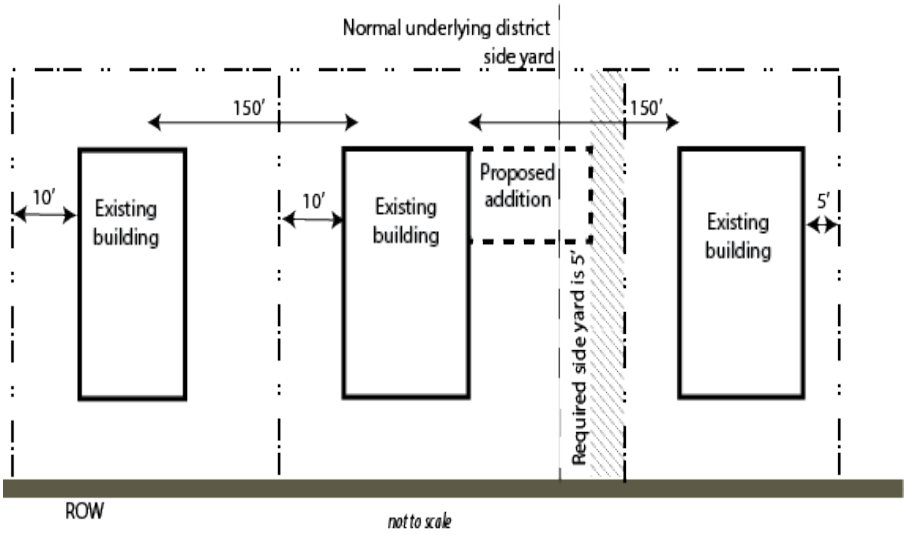
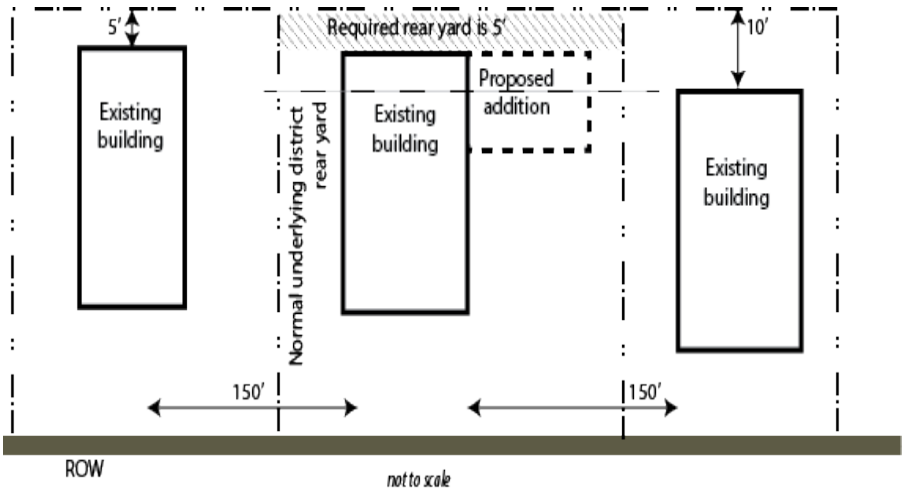
A. Applicability. The regulation and criteria set forth in this section apply only to the zoning district's dimensional standards. It does not apply to standards establishing permitted, conditional or prohibited land uses, or the development standards established in Article 4 (including trees, landscaping, parking or buffers).

B. Permitted Uses. See Article 2 (Use Table).

C. Dimensional Standards. The following dimensional standards apply to Structures located in a locally designated Historic District. If there are no existing buildings within 150 feet of the proposed development, then the dimensional standards are determined using the dimensions and placement of the buildings on the next adjoining block within the Historic District.

Table 64-14-1.1 Dimensional Standards for Historic District Overlay

Lot area *(min)*	See underlying zoning district
Coverage *(max)*	50% (except for lots zoned R-B and B-1). Where existing buildings on adjacent lots exceed this amount, the coverage requirement shall increase to the average of the adjacent lots. If one of the adjacent lots is vacant, the coverage requirement will increase to the coverage of the adjacent lot that is not vacant.
Height *(max)*	No higher than the highest building on the same side of the street within 150 feet of both sides (exclusive of right-of-way) of the proposed building site (except for lots zoned B-4, ML, MH, I-1 and I-2). 
Front Yard *(min-max)*	The Front Yard shall be no greater or lesser than the Setback of those Structures on the same side of the Street within 150 feet of both sides (exclusive of right-of-way) of the proposed building site. 

Side Yard ***(min)***	• At least the Side Yards of those Structures on the same side of the Street within 150 feet of both sides (exclusive of right-of-way) of the proposed building site. Additions to an existing Structure may align with the existing building. • For corner lots, Side Yards on side Streets may be no less than the Side Yard Setback of the other corner lots, along the same side Street, at the same intersection. If there is no Structure by which to measure, then the Setback requirements of Article 3 shall apply. 
Rear Yard ***(min)***	• At least the Rear Yards of those Structures on the same side of the Street within 150 feet of both sides (exclusive of right-of-way) of the proposed building. An addition to an Existing Structure may align with the existing building. • If a side or rear Setback is less than five (5) feet from the property line, gutters and downspouts shall be provided. 

Chapter 64 Unified Development Code

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Appendix A Downtown Development District

Section 1 Authority and Intent

A. Purpose. This Appendix is zoning code for the Downtown Development District ("DDD") as defined herein. The new code may be known as and referred to as the "DDD Code."

B. Authorization. The City Council adopted the DDD code pursuant to the authority of Alabama Code § § 11-52-70–11-52-84 (1975).

C. Intent. The DDD Code is intended to:

1. Implement the purposes and objectives of the City's Comprehensive Plan, including the New Plan for Mobile;

2. Guide the siting, form and use of private property and buildings to support walkability, safe streets and safe public spaces;

3. Guide building siting and form to vary by context and intensity in coordination with community identity and preferences;

4. Build on the work of the Mobile Historic Development Commission in protecting and enhancing the historic and cultural heritage of the City's historic downtown.

Section 2 Applicability

A. Generally. The provisions of the DDD Code shall be the complete zoning code for the DDD. Where the DDD Code is in conflict with engineering ordinances, with the exception of the Storm Water

Management and Flood Control Ordinance, the DDD Code shall govern. Where the DDD Code is silent on engineering issues, engineering ordinances shall govern. Where the DDD Code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD Code shall govern.

B. Geography. The DDD code applies to all properties located within the DDD as depicted on the adopted Zoning Map.

C. Terms used throughout the DDD Code shall take their commonly accepted meanings or as defined herein (the "definitions"). In the event conflicts arise between the definitions in this Appendix and definitions in the existing local codes, the definitions in this Appendix take precedence.

D. The definitions contain regulatory language that is integral to the DDD Code

Section 3 Establishment of Sub-Districts

A. Sub-Districts. The DDD is divided into the following zoning sub-districts, referred to herein as transect sub-districts, and special districts:

1. T-6: a mixed-use district of high intensity.

2. T-5: a mixed-use district of medium intensity. T-5 is further subdivided into T-5.1 and T-5.2 sub-districts.

3. T-4: a mixed-use district of low intensity, primarily residential uses and neighborhood retail.

4. T-3: a low-density residential district.

5. SD-WH: a special district established to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing and buildings of similar characteristics.

6. SD: all special districts except SD-WH require a master plan be completed in coordination with the Department. Transect sub-districts are assigned through the master plan process. Master plans shall be approved by the Planning Commission and the City Council.

B. Transect sub-districts and special districts. The transect sub-districts and special district boundaries are as shown on the DDD regulating plan as depicted on the adopted Zoning Map. Unless otherwise noted, transect sub-district boundaries are mapped along thoroughfare centerlines, and rear property lines and side property lines.

C. T-5 sub-districts. Regulations of this Appendix pertaining to T-5 apply to all sub-districts of T-5.

D. Planned Developments are not applicable within the DDD. Planned Developments as set forth in Article 2 of Chapter 64 of the City Code, are not applicable within the DDD.

Section 4 Administration, Instruction, Amendments and Variances

A. Administration

1. The administration of the plan review process within the Downtown Development District (DDD) shall be conducted by the Consolidated

Review Committee (CRC) which shall have a maximum of five (5) members, and comprised of a representative from Planning & Zoning, an architect from the A/E Department, a representative from the Historic Development Department and up to two (2) other designees as the mayor may appoint. The actions of the Consolidated Review Committee shall be coordinated by the Planning & Zoning Department. The CRC shall expedite the permitting process by providing a single interface between the developer and the agencies.

(a) The CRC shall be authorized to make minor adjustments to Site, Place and Building Design Documents so that minor deviations may be resolved administratively. Minor adjustments shall be limited to:

(1) Landscaping and tree requirements;

(2) Dimensional adjustments that do not constitute an increase or decrease of more than fifteen (15) percent for the following design elements: awnings, balconies, canopies, galleries, Stoops, terraces and signage.

(3) Alternate building materials may be considered where the materials proposed are considered equivalent or better than the materials listed and regionally-available materials are preferred.

(4) Transparency requirements for windows may be reduced up to five (5) percent of the minimum percentage required.

(b) The CRC is not authorized to approve dimensional adjustments for lot size, setbacks or building heights.

B. Instructions

1. This Section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

2. Plans required by this Section are subject to approval by the Planning & Zoning Department (herein referred to as Planning & Zoning).

3. All applications for development in the DDD require predevelopment meetings. The predevelopment meetings shall include the applicant, the applicant's design professionals, the associated City Departments, and the CRC. Planning & Zoning will be responsible for ensuring the applicable City Departments attend any predevelopment meetings. Predevelopment meetings will be scheduled at the request of the applicant.

4. This Section requires two types of submittals: Site Plan and Building Design Documents. The Building Design Documents required for zoning review do not include construction documents required for building permit review. Both sets shall be submitted together. Building Design Documents and Site Plans shall be sealed by a licensed design professional with the exception of a site plan for a single-family, detached dwelling less than three (3) stories.

5. Site Plans submitted for approval shall comply with:

   (a) Nonconformities, if any see Section 5 below;

   (b) Property use restrictions, see Table A-8.1 Use Table

   (c) Property standards see Appendix A Section 9 A;

   (d) Building placement standards see Appendix A Section 9 B;

   (e) Parking standards see Appendix A Section 9 C;

   (f) Garbage collection standards see Appendix A Section 9 D.

6. Building design documents submitted for approval shall demonstrate compliance with:

   (a) Building and parking deck height standards, see Appendix A Section

10A;

(b) Building material standards see Appendix A Section 10B;

(c) Building frontage standards see Appendix A Section 10C;

(d) Signage standards see Appendix A Section 11.

7. Work in Historic Districts. All properties located in the DDD and a local Historic District shall, in addition to complying with the development and use standards of this Appendix, receive a Certificate of Appropriateness from the Architectural Review Board as required by Chapter 44-76 of the City Code prior to receiving a Building Permit and/or undertaking work. Any deviation from the DDD requirements, as may be required by the ARB, will require a zoning variance prior to receiving a Building Permit and/or undertaking work.

C. Conditional Use Permit. Uses in the Use Table identified by "C" in any column are permitted only if a Conditional Use Permit is approved by the City Council (see Article 5, Procedures). Conditional Use Permits are also subject to any conditions and limitations specified in Article 5 or imposed as a condition of approval by the City Council. See Article 10 for application information.

D. Special Exception. Uses in the chart identified by "S" in any column are permitted in that particular district upon approval of a Special Exception by the Board of Adjustment, according to the criteria listed in this Appendix and Chapter 64, Articles 5 and 10. Such uses are also subject to any conditions and limitations imposed by the Board of Adjustment.

E. Regulating Plan amendments

1. Adjustments to the transect sub-district and special district boundaries are limited to the following:

   (a) Increases to the next higher transect sub-district provided the lot is adjacent to a lot of the higher transect sub-district for which the increase is requested. Adjustments to transect sub-districts require approval by the Planning Commission and City Council.

   (b) Reconciliations of transect sub-district require approval by the Planning Commission and City Council.

   (c) Modifications of boundaries resulting in a change from SD-WH to an adjacent mapped transect sub-district require approval by the Planning Commission and City Council.

2. Master plans executed for Special District according to Appendix A Section 3 that assign or modify transect sub-district and special district boundaries must be recorded as an amendment to the Regulating Plan.

3. Amendments to a Regulating Plan shall follow the Procedures and Submittal Requirements of Chapter 64, Articles 5 and 10.

F. Variances

1. An applicant may appeal any decision of the Department and/or the CRC to the Board of Adjustment.

2. An applicant may request a variance from the requirements of this Appendix.

3. All applications to the Board of Adjustment shall be filed pursuant to Articles 5 and 10 of the UDC.

Section 5 Nonconformities

A. Uses

1. Continuance of nonconforming uses. Except as hereinafter provided, the lawful operation of a nonconforming use, as such use existed on the effective date of this ordinance, or any amendment hereto, by which the use became a nonconforming use, may be continued. The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on the effective date of this ordinance.

2. Expansion or enlargement of nonconforming uses. A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on the effective date of this ordinance or on the effective date of any amendment hereto by which the use became a nonconforming use. Premises as used in this subsection shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

3. Abandonment of nonconforming uses. A nonconforming use that has been abandoned or discontinued for a period of two (2) years shall not thereafter be re-established.

B. Structures

1. Continuance of nonconforming structures. Except as hereinafter provided, any nonconforming structure may be occupied and operated and maintained in a state of good repair.

2. Expansion or enlargement of nonconforming structures. A nonconforming structure may be expanded or enlarged on the premises owned on the effective date of this ordinance or on the effective date of

any amendment hereto by which the structure became a nonconforming structure; provided, however, that the enlargement or expansion shall conform to the requirements of the DDD code.

3. Restoration of damaged nonconforming structures. A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided restoration is begun within one (1) year and completed within two (2) years of the date of the damage. The board of adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

C. Parking lots

1. Parking lots in existence as of the effective date of the original adoption of the Downtown Development District (May 13, 2014) were required to provide complaint screening and masking of parking lots no later than May 31, 2018.

2. Parking lots shall conform to the requirements Appendix A Section 9C.2(c) .

3. Existing evergreen vegetative buffers that accomplish the intent Appendix A Section 9C.2(c) are an acceptable alternative, provided they are maintained.

4. For properties along Broad, Beauregard, Water and Canal Streets, compliance shall coincide with the completion of physical improvements for the City projects along said streets adjacent to the property.

5. Location of required masking is subject to line of sight review and approval by Traffic Engineering.

6. Any parking lot that fails to timely conform shall be deemed an unlawful use and shall be discontinued.

Section 6 Complete Demolition Permits

A. Permit

1. Any applicant seeking a permit for complete demolition within the DDD must provide the Department with the following minimum information:

   (a) The date the owner acquired the property, purchase price and condition on date of acquisition;

   (b) If and when the structure has been cited or received a notice of violation of the City Code;

   (c) Documentation whether the owner has complied with or attempted to bring the building into compliance with the City's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC) and if not, why. The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

   (d) Whether the property has been listed for sale, prices asked and offers received, if any;

   (e) Redevelopment plans for the property in question, the amounts expended upon such plans and the dates of such expenditures;

   (f) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;

   (g) Any such other information as may reasonably be required by the Department.

   (h) The above notwithstanding, if the applicant is able to produce substantial evidence that the structure is beyond repair and

structurally unsound, the consolidated review committee may recommend approval of a permit application for demolition based on this evidence alone.

2. Department Review. Upon review of the above information, the Department may approve or deny the demolition permit based on the following criteria:

   (a) Whether the demolition will impair the unique character of the DDD;

   (b) Whether there are redevelopment plans for the site;

   (c) Whether the redevelopment plans conform to the DDD code;

   (d) Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

3. Administrative Appeal. Any applicant denied a demolition permit by operation of this Code may file an Administrative Appeal in accordance with Chapter 64, Articles 5 and 10, to the Board of Adjustment (BZA). The BZA may permit the structure to be demolished if it finds the structure is a hazard to the public health and safety due to its condition or that the enforcement of the DDD Code presents an unreasonable economic hardship on the owner.

   (a) This exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.

   (b) In determining whether to grant an Administrative Appeal under this exception, the BZA shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the

surrounding built environment in question.

(c) The mere purchase of a structure for future development without further development expenditures shall not be classified as an unreasonable economic hardship.

4. An owner or authorized representative of an owner appealing to the BZA shall submit by affidavit to the BZA at least the following:

(a) Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.

(b) Whether there are definite plans for reuse of the property if the proposed demolition is carried out.

Section 7 Noise Restrictions in the DDD

A. Applicability. The noise regulations in section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in paragraph 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.

Section 8 Use Table

A. Property use restrictions

1. Property use is limited according to Table A-8.1 Use Table.

2. Parking, except structured parking, is subordinate to uses permitted under the DDD Code and shall not be used as a primary use on a property.

Table A-8.2 Use Table

Use Category	Use Sub-Category	Transect Sub and Special Districts					
		T-3	T-4	T-5.1	T-5.2	T-6	SD-WH
Industrial	Warehousing & Mini-Storage			R	R	R	R
	Mixed-use Light Manufacturing Component			R	R	R	R
	Manufacturing-Light (5,000 sf max, non-toxic)			R	R	R	R
	Manufacturing-Heavy (over 5000 sf, non-toxic)						R
	Processing of Food and Beverage Products						R
	Laboratory Facility				R	R	R
	Distribution Facility						R
Utilities	Minor	R	R	R	R	R	R
	Intermediate	S	S	R	R	R	R
	Major				C	C	C
Agricultural	Nursery Stock Growing, Processing & Sales		R	R	R	R	R
	Produce Growing, Processing & Sales		R	R	R	R	R
Education	Private Educational Facility (Daycare)	R	R	R	R	R	R
	Private Educational Facility (Elementary)		R	R	R	R	R
	Private Educational Facility (All Levels)			R	R	R	R
Civic Support	Religious institution (including educational)	R	R	R	R	R	R
	Funeral home	-	R	R	R	R	R
	Hospital, medical offices, veterinary medicine, ambulance service	-	R	R	R	R	R
	Mystic society meeting hall	-	R	R	R	R	R
Automotive	Automotive Services-Light (5,000 sf max)	-	-	R	R	R	R
	Automotive Services-Heavy (over 5000 sf)	-	-	-	-	-	R
	Parking Structure	-	-	-	R	R	R
	Gas Station	-	-	S	S	S	S
Residential	Single-Family Dwelling	R	R	R	R	R	R
	Two-Family Dwelling	R	R	R	R	R	R
	Multi-Family Dwelling	-	R	R	R	R	R
	Accessory Dwelling Unit	R	R	R	-	-	R
	Senior & Elderly Housing	R	R	R	R	R	R
	Nursing & Retirement Housing	R	R	R	R	R	R
	Boarding Houses & Dormitories	R	R	R	R	R	R
	Homeless & Emergency Shelter	-	S	S	S	S	S
	Mixed-use Residential Component	-	R	R	R	R	R
Lodging	Hotel (no room limit)	-	-	-	R	R	R
	Inn (up to 20 rooms)	-	R	R	R	R	R
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R	R
Office	Home-office (non-primary use)	R	R	R	R	R	R
	Live-work (office up to 15% of building sf.)	R	R	R	R	R	R
	Work-live (office up to 80% of building sf.)	-	R	R	R	R	R
	Mixed-use Office Component	-	R	R	R	R	R
	Office Building	-	R	R	R	R	R
Communications Facilities	Class 1***	R	R	R	R	R	R
	Class 2 and 3***	S	S	S	S	S	R
	Class 4***			S	S	S	S
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R	R
	Work-live (retail up to 80% of building sf.)	-	R	R	R	R	R
	Mixed-use Retail Component	-	R	R	R	R	R

Use Category	Use Sub-Category	Transect Sub and Special Districts					
		T-3	T-4	T-5.1	T-5.2	T-6	SD-WH
	Retail Building	-	R	R	R	R	R
	Café	-	R	R	R	R	R
	Restaurant, bar, catering, entertainment, theater or brewpub with occupancy load over 100 persons. *Occupancy load under 100 is permitted by right	-	-	S*	S*	R	R
	Drive-Thru Retail	-	S	S	S	S	S
*Parking, except structured parking, is subordinate to uses permitted under the DDD Code and shall not be used as a primary use on a property.							
**None of the above permitted uses include an "Adult entertainment Enterprise" as defined in Chapter 64, Article 4.							
***Must meet all criteria and requirements set forth in Chapter 64, Article 4.							

R – By Right
S – By Special Exception

Section 9 Site Plan Standards

A. Property Standards

1. Frontage. The portion of a property abutting a right-of-way is assigned a primary frontage or secondary frontage as follows:

   (a) Properties abutting more than one (1) street shall designate a primary frontage. The primary frontage shall be an A street if one (1) is abutted.

   (b) Elements of the built environment within the front Setback are subject to all the requirements of Appendix A Section 10 C below.

2. Property Width Restrictions. Newly platted properties, subdivisions of existing properties and newly assembled properties shall comply with the following property width restrictions as measured along their primary frontage:

(a) T-3: Forty (40) feet minimum, one hundred twenty (120) feet maximum.

(b) T-4: Eighteen (18) feet minimum, one hundred twenty (120) feet maximum.

(c) T-5.1 & T-5.2: Fourteen (14) feet minimum, one hundred eighty (180) feet maximum.

(d) T-6: Fourteen (14) feet minimum, no maximum.

(e) In any sub-district, a property that exceeds the maximum property size as set forth above and existing as of the effective date of the original adoption of the Downtown Development District (May 13, 2014), may be developed as one (1) property.

3. Property Assembly. Properties may be assembled with Planning Commission approval according to the following:

(a) Where multiple properties to be assembled into a single property are within more than one (1) transect sub-district, the assembly requires a regulating plan amendment.

4. Setbacks and Number of Buildings per lot**.** The Setback and number of buildings per lot shall comply with the following standards as set out in Table A-9.1 Site Configuration**:**

Table A-9.1 Site Configuration

Sub-District	Element	Setbacks				Buildings Per Lot Enclosed conditioned space
		Primary Frontage[2]	Secondary Frontage	Side	Rear	
T-3	Primary Buildings	10 ft—18 ft[1]	5 ft min.	10 ft min[1]	20 ft min.	2 max
	Outbuildings	To rear of the Facade		Unrestricted if fire rating requirements are met		
	Parking			Unrestricted		

T-4	Primary buildings	12 ft max.[1]		Unrestricted if fire rating requirements are met	3 max
	Outbuildings	To rear of the Facade			
	Parking			Unrestricted	
T-5.1	Primary buildings	12 ft max[1]		Unrestricted if fire rating requirements are met	No max
	Outbuildings	To rear of the Facade			
	Parking			Unrestricted	
T-5.2	Primary Buildings	5 ft max.[1]	12 ft max.[1]	Unrestricted if fire rating requirements are met	No max
	Outbuildings	To rear of the Facade			
	Parking			Unrestricted	
T-6	Primary buildings	10 ft max.[1]	12 ft max.	Unrestricted if fire rating requirements are met	No max
	Outbuildings	To rear of the Facade at ground floor unrestricted upper stories			
	Parking			Unrestricted	
SD-WH	Primary buildings	10 ft max.	Unrestricted if fire rating requirements are met		No max
	Outbuildings	Unrestricted if fire rating requirements are met			
	Parking	Unrestricted			
[1]May match Setbacks of adjacent buildings (along the same street frontage) where they differ from the standard.					
[2]Buildings along Government Street may be set back an additional 12 feet beyond the maximum front Setback.					

B. Building Placement Standards

1. Property coverage by buildings in T-3 and T-4 shall not exceed seventy-five (75) percent of net property area.

2. The number of buildings permitted on one (1) property shall not exceed the maximum buildings per property according to Table A-9.1 Site Configuration. Where multiple buildings occupy a single property a principal building shall be designated.

3. Buildings shall be set back from the boundaries of their properties according to Table A-9.1 Site Configuration. Buildings along Government Street may be set back an additional twelve (12) feet beyond the Table A-9.1 Site Configuration standards.

4. The Facade shall be parallel to the primary front property line. The primary entrance shall be through the Facade. Facades are not required to be parallel to the primary front property line within twenty (20) feet of corners.

C. Parking standards

1. Required vehicular parking.

   (a) Vehicular parking is not required in T-3, T-4, T-5 and SD-WH, or for structures existing as of the effective date of the original adoption of the Downtown Development District (May 13, 2014).

   (b) Within T-6, parking shall be provided for all new construction at the following minimum rates:

      (1) Office: Three (3) spaces per one thousand (1,000) square feet.

      (2) Lodging: One (1) space per bedroom.

      (3) Residential: One (1) space per unit.

      (4) Retail: no required parking.

      (5) Restaurant and café: no required parking.

   (c) On-street parking spaces in parking lanes corresponding to property frontages may be counted towards required parking in T-6. On-street parking shall remain available to the public and cannot be restricted to use by the fronting properties.

   (d) Required parking in T-6 may be provided off-site by purchase or lease from a civic parking reserve or private parking lot or structure within one thousand, five hundred (1,500) feet of the property.

2. Vehicular parking design requirements.

   (a) All off-street parking spaces and aisles shall meet AASHTO size and configuration standards.

   (b) Parking structures and parking lots over twenty (20) spaces are prohibited in T-3 and T-4.

   (c) For parking lots along frontages, one (1) of the following masking

options is required:

(1) Liner buildings may be used to mask parking lots.

(2) A hedge, evergreen vines, other evergreen planting materials, combined with a metal Fence or masonry wall, with or without a hedge or evergreen plantings, may be used to mask parking lots. Alternative materials for Fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and Fences shall be a minimum of three (3) feet in height.

(3) When parking lots are surfaced with crushed stone, brick, rolled concrete pavers or cellular grassed concrete pavers, masking requirements may be satisfied by trees spaced a maximum of thirty (30) feet on center.

(d) For parking structures along frontages, one (1) of the following masking options is required:

(1) Liner buildings shall wrap a minimum of seventy (70) percent of the width of parking structures at ground floor frontages.

(2) Within B-street frontages, a hedge, evergreen vines or other evergreen planting materials combined with a metal Fence or masonry wall, with or without a hedge, may be used to mask parking structures. Alternative materials for Fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be

a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and Fences shall be a minimum of three (3) feet in height.

(e) One interior heritage tree shall be planted for every fifteen (15) spaces for parking lots over fifty (50) spaces.

(f) Parking lot accessory structures.

(1) Attendant huts, pay kiosks and other structures shall be permitted in parking lots. Such accessory structures shall only be sized and used to shelter collection and security operations related to the parking use.

3. Vehicular parking access.

(a) Parking shall be accessed from the secondary frontage where available.

(b) Where secondary frontages are not available, parking may be accessed by driveways at the primary frontage provided the property width exceeds the following:

(1) T-3 & T-4: Forty-two (42) feet minimum.

(2) T-5: Fifty-four (54) feet minimum.

(3) T-6: Seventy-two (72) feet minimum.

(4) SD-WH: Fifty-four (54) feet minimum.

(c) Driveways are limited to twenty-five (25) feet in width within the frontage. Driveways in T-3 and T-4 are limited to ten (10) feet in

width within the front Setback along primary frontages.

(d) Crushed stone surfaces shall be limited to driveways.

(e) A maximum of one (1) curb cut per property frontage may be permitted. Curb cuts shall meet specifications established in Chapter 57 article IV, Driveways.

4. Bicycle parking.

(a) Property owners in T-5 and T-6 may install bicycle racks within the right-of-way adjacent to their frontage subject to the following restrictions:

(1) Bicycle racks shall be inverted-U, pole and ring, or removable ring types.

(2) Bicycle racks shall not be located within the following areas:

a. Within five (5) feet of fire hydrants.

b. Within four (4) feet of loading zones and bus stop markers.

c. Within three (3) feet of driveways and manholes.

d. Within two (2) feet of utility meters and tree boxes.

e. Sidewalks where the distance from the face of the curb to the property line is less than seven (7) feet.

f. Bicycle racks parallel to the curb shall be set back from the curb two (2) feet. Bicycle racks perpendicular to the curb shall allow one (1) foot of distance between a bicycle properly locked and the curb. Where rings are added to existing poles, these requirements do not apply.

g. Bicycle rack placement shall not reduce the pedestrian

sidewalk path to less than four (4) feet considering the placement of a fifty-six-centimeter (twenty-two-inch) bicycle properly locked.

h. Bicycle racks shall be spaced a minimum of thirty (30) inches where installed parallel to the curb and forty-eight (48) inches where installed perpendicular to the curb.

D. Garbage Collection Standards.

1. Garbage containers may only be placed on the sidewalk with the following restrictions:

   (a) Containers shall be removed from the public right-of-way within two (2) hours of garbage collection and shall not be placed in the right-of-way between 7:00 a.m. and 5:00 p.m.

   (b) Grease containers shall not be placed outside within twenty (20) feet of a sidewalk at any time.

2. Dumpsters.

   (a) The placement of a dumpster in the primary frontage or in the street right-of-way shall be prohibited.

   (b) Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. The street right-of-way may not be used by the truck for maneuverability.

   (c) All dumpsters shall be enclosed within an enclosure of at least the height of the dumpster which is being enclosed, but in no case to exceed eight (8) feet in height. The dumpster enclosure materials shall comply with materials as specified in Appendix A Section 10 B below, and may also be equipped with a door or gate constructed of wood or other opaque material that opens outward and which

remains closed unless the dumpster is being filled or emptied. The dumpster enclosure must be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure.

(d) If required/provided, dumpster enclosures must be kept in good repair and condition by the property owners for the life of the dumpster/enclosure requirement.

(e) Construction dumpsters, used for construction projects, are exempt from this paragraph.

Section 10 Building Specifications

A. Building Specifications and Parking Deck Height Standards

1. Building height is measured in stories for each above-ground level according to the following:

(a) Stories are measured from finished floor to finished ceiling.

(b) Stories above the ground floor are limited to a maximum of fourteen (14) feet. Stories combined to exceed fourteen (14) feet are counted as multiple stories.

(c) For residential uses, ground floor height exceeding eighteen (18) feet is counted as multiple stories.

(d) For non-residential and mixed-uses, ground floor height exceeding twenty-five (25) feet in all transect sub-districts and thirty-five (35) feet in SD-WH is counted as multiple stories.

(e) Unfinished attics are not included in building height measurement.

(f) Height may be increased to match structures on contiguous lots

within the same transect sub-district.

(g) For free-standing parking structures, building height is measured in feet.

2. Building height is limited to the following maximum heights:

(a) Two (2) stories in T-3 and T-4,

(b) Three (3) stories in T-5.1,

(c) Five (5) stories in T-5.2, except for buildings fronting Bienville Square that may be up to eight (8) stories, and

(d) Six (6) stories in SD-WH.

(e) There are no building height restrictions in T-6.

(f) Height may be increased to match structures on contiguous lots within the same transect sub-district.

3. Parking deck height is limited to the following maximum heights:

(a) Thirty-four (34) feet in T-5.1,

(b) Sixty (60) feet in T-5.2 and SD-WH, and

(c) Eighty (80) feet in T-6.

(d) For parking structures attached to a building(s) for at least fifty (50) percent of their total perimeter or eighty (80) percent of their perimeter along frontages, the parking structure height may exceed the limit provided they not exceed the eave height of the attached building(s).

4. Ground floor non-residential uses shall have a minimum story height of fourteen (14) feet and ground floor residential uses shall have a minimum

story height of ten (10) feet.

5. Outbuildings are limited to two (2) stories in T-3 and T-4, in all other transect sub-districts outbuildings shall be no higher than the principal building.

B. Building Materials Standards

1. Mechanical equipment including, but not limited to, electric meters, gas meters, water meters, exhaust fans, HVAC equipment and refuse storage shall not be located along frontages. Mechanical equipment must be masked if visible from the street or sidewalk.

2. All openings, including but not limited to Porches, galleries, doors and windows, with the exception of shopfronts, shall be square or vertical in proportion.

3. Where multiple exterior materials are used on a single building, they shall only be combined on each Facade horizontally, with the heavier material below the lighter.

4. Exterior finish.

   (a) Where multiple exterior materials are used on a single building, they shall only be combined on each Facade horizontally, with the heavier material below the lighter.

   (b) Exterior finish in all sub-districts shall be wood or cementitious clapboard, shingles, board and batten, stucco, brick or stone.

5. Roofs.

   (a) Roofing material shall be tile, standing seam metal, metal shingles, five v-crimp and shingles including: asphalt, fiberglass, cement fiber, wood or slate. Built-up or membrane roofing shall only be used on

roofs with slopes less than three (3) and twelve (12) where hidden from view from the public right-of-way. Modern synthetic materials designed to resemble acceptable materials may be used.

(b) The following roofing materials are prohibited: corrugated fiberglass, asphalt roll roofing, corrugated metal, panel & batten, colored metal.

(c) Rooftop equipment such as turbine vents, skylights, satellite dishes, and T.V. antennae shall not be visible from the street.

6. Foundations.

(a) Foundation requirements do not apply to slab on grade construction as allowed in the following frontage types: common entry, pedestrian forecourt, vehicular forecourt, Gallery and Shopfront.

(b) Foundations of new additions may match those of the existing building.

(c) Raised foundations shall be pier and fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction, or raised slab foundations with piers faced with brick, stone or stucco.

(d) Lattice, if used, should be hung below the skirt board or siding between the piers and framed with trim. Lattice secured to the face of the foundation is inappropriate.

(e) Any solid infill between the piers should be recessed.

(f) Foundations shall be brick, stone, or stucco. Where another type of structural material is used, it must be faced with brick, stone or stucco.

(g) The following foundation materials are prohibited: metal infill,

plywood panels, mineral board panels, plastic or vinyl sheeting, unfinished concrete block, wood piers, imitation brick or stone, vinyl lattice. Wood supports are acceptable for wood stairs.

7. Fences and Walls.

(a) Fences and walls shall only be permitted in frontages where explicitly allowed in the frontage standards.

(b) A Fence or wall may be installed along the side and rear property lines beyond the front façade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH).

(c) Unimproved lots may have Fences with a maximum height of six (6) feet along any property line.

(d) Materials.

(1) Fences shall be made of wood picket, wood slat, wood lattice, iron, steel or aluminum that appears to be iron.

(2) Walls shall be made of brick, stone or stucco over masonry.

(3) Fence and wall material may be allowed in combination as approved by the CRC and ARB as applicable.

(e) Prohibited Fence materials.

(1) Barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

(2) Chain-link Fences are prohibited in frontages and only allowed along interior property lines behind the façade of the building.

8. Transparency.

(a) The use of reflective glass is prohibited along public frontages within

the first six (6) stories from the ground level. Tinted glass may be allowed as follows:

(1) A minimum visible transmittance rating of .78 for all glass on the first and second floors. Awnings are preferable to tint if solar gain is an issue. On third stories and above, a minimum transmittance rating of .68 if an awning or sun screen is not a viable or preferred option.

(b) All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below.

(c) Security bars on windows or doors shall not be visible from the street.

C. Building Frontage Standards

1. Frontages general.

(a) The frontage is the area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

(1) The building Facade;

(2) Structures that project from the Facade such as Porches, Terraces, Stoops, Awnings, Canopies and bay windows;

(3) Any front yard landscape elements between the building Facade and the public street or space.

(b) Frontage build-out shall be a minimum of eighty (80) percent in T-5.1, and one hundred (100) percent in T-5.2 and T-6. In the absence

of a building Facade along any part of a frontage in T-5 or T-6 up to the minimum required frontage build out, a streetscreen is required as follows:

(1) Streetscreens shall be between four (4) and eight (8) feet in height.

(2) Openings in the streetscreen for vehicular access shall be no wider than thirty (30) feet.

(3) Streetscreens shall be made of the following materials: brick, stone, stucco over masonry, iron, steel or aluminum that appears to be iron. Non-opaque streetscreens require planting behind to increase opacity.

(4) Streetscreens are not considered Fences for the purposes of the regulations of this section.

(c) Frontages are divided into the following types: lawn, terrace, Stoop, common entry, pedestrian forecourt, vehicular forecourt, Gallery and shopfront.

(d) Property owners shall designate which frontage type corresponds to the building(s) they own or are proposing to build and shall comply with the standards for that type when new construction or substantial improvement is proposed, or when the frontage type is changed or when the primary frontage of the property is redesignated to another street on a corner lot. New additions to existing buildings are not required to designate frontage types.

(e) A shop front frontage is required for all ground floor commercial uses fronting the A-Street portions of Dauphin, Conti and St. Joseph Streets shown on the Zoning Map. All other T-5 and T-6 ground floor commercial uses must have transparent windows covering a

minimum of thirty (30) percent of the surface between two (2) and twelve (12) feet above the abutting sidewalk.

(f) Where buildings have multiple frontages or multiple buildings are located on one (1) property, similar frontage types should be selected for all frontages.

(g) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each.

(h) Loading docks and service areas up to a combined width of thirty (30) feet may be incorporated into frontages as follows:

(1) At secondary frontages towards the rear of the property.

(2) At primary frontages where properties have no secondary frontage and property width exceeds one hundred twenty (120) feet.

(3) At all frontages within SD-WH.

(i) First floor elevation requirements in this section may be exceeded where the one hundred-year flood plain (AE) and five hundred-year flood plain (X-shaded) requires buildings be raised beyond the specified ranges. Note: On commercial developments only, flood proofing may be used to achieve compliance with the storm water management and flood control ordinance and is an alternative to elevating the structure (see Chapter 17).

2. Encroachments general.

(a) Balconies may project from the façade three (3) feet and may extend into the right-of-way with a permit and right-of-way use agreement

from the City Engineer.

(b) Permanent encroachments/permanent structures greater than three (3) feet in height constructed in the right-of-way require a permit from the City Engineer and a Right-of-Way Use Agreement. The right-of-way permit and the Right-of-Way Use Agreement may require procurement and maintenance of general liability insurance naming the City as an additional insured.

(c) Awnings shall not be considered permanent structures and do not require a permit from the City Engineer.

(d) Canopies shall not be considered permanent structures and do not require a permit from the City Engineer unless supported by a pole or column(s) located in the right-of-way.

(e) Awnings and canopies shall not be located within two (2) feet of any curb.

3. Frontage Standards. Additions to Existing Buildings.

(a) Additions to existing buildings in general.

(1) Existing nonconforming buildings are not required to meet frontage type requirements unless the frontage is reoriented.

(2) Additions to existing buildings may match the foundations, Porch depth and finished floor elevations of the existing building.

(3) New addition encroachments into the front Setback are permitted as follows:

a. Porches, stairs, Stoops and ramps may encroach into the

front Setback as follows:

1. Up to fifty (50) percent of the front Setback depth in T-3 and one hundred (100) percent in all other sub-districts.

2. Porches shall be no less than eight (8) feet deep in T-3, and five (5) feet deep in T-4.

(b) Additions to existing buildings in T-3 sub-districts.

(1) The finished floor elevation, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line if it does not match that of the existing structure.

(2) The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

(3) A Fence or wall may be installed along the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

(4) Shopfronts and galleries are prohibited in T-3.

(c) Additions to existing buildings in T-4 sub-districts.

(1) The first floor finished floor elevation, if it does not match the existing, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line. If a shopfront frontage is incorporated, the finished floor may be at sidewalk level.

(2) The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

(3) A Fence with or without masonry piers is permitted at the front

property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

(4) T-4 Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(5) Shopfronts maybe permitted in T-4. Galleries are prohibited.

(d) Additions to existing buildings in T-5 sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet. Wood Fences are not allowed in T-5.2.

(4) Walkways providing access to the building entrances are limited to one (1) per entrance no wider than five (5) feet each.

(5) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(6) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not

exceed six hundred (600) square feet in yard area.

(7) Shopfronts and galleries are permitted in T-5.

(e) Additions to existing buildings in T-6 sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet. Wood Fences are not allowed in T-6.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not exceed one thousand, six hundred (1,600) square feet in yard area.

(6) Shopfronts and galleries may be permitted in T-6.

(f) Additions to existing buildings in SD-WH sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20)

inches above sidewalk grade.

(3) An iron Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of six feet.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not exceed one thousand, six hundred (1,600) square feet in yard area.

(6) Shopfronts may be permitted in SD-WH. Galleries are prohibited.

Table A-10.1 Frontage Type Summary

Frontage Type	**Transect Sub-Districts**					
	T-3	**T-4**	**T-5.1**	**T-5.2**	**T-6**	**SD-WH**
Lawn	R	R				R
Terrace	R	R	R	R		R
Stoop		R	R	R	R	R
Common Entry		R	R	R		R
Pedestrian Forecourt			R	R	R	R
Vehicular Forecourt					R	R
Gallery			R	R	R	
Shopfront		R	R	R	R	R

R - Allowed

Blank – Prohibited

4. Frontage Types and Standards for New Construction. See Table A-10.1 Frontage Type Summary

(a) Lawn (permitted in T-3, T-4, and SD-WH only).

(1) General characteristics: The Facade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a Porch or Stoop.

(2) The finished floor elevation of the first floor shall be a minimum of sixteen (16) inches and a maximum of forty-eight (48) inches above average grade along the front property line.

(3) Encroachments into the front Setback are permitted as follows:

a. Porches, stairs and ramps may encroach into the front Setback up to fifty (50) percent of its depth in T-3 and one hundred (100) percent in T-4. Porches shall be no less than eight (8) feet deep in T-3 and four (4) feet deep in T-4.

b. Bay windows, roof overhangs, cornices, window and door surrounds and other Facade decorations may encroach into the front Setback up to two (2) feet.

c. Stoops may encroach into the front Setback up to four (4) feet.

d. Stoops may be covered by a roof structure supported by columns or wall brackets.

(4) Fences may be permitted as follows:

a. A Fence or wall may be installed along the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

b. A Fence or wall may be installed along the side and rear property lines beyond the front Facade of the building, with

a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH).

c. Fences and walls shall be made of the following materials: wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron.

(5) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each.

(6) Building foundations shall be brick, stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill.

(b) Terrace (permitted in T-4, T-5, and SD-WH only).

(1) General characteristics: The Facade is set back from the front property line by an elevated patio.

(2) The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line.

(3) A raised terrace is required as follows:

a. A terrace between twenty (20) and thirty-six (36) inches above sidewalk grade shall encroach into the front Setback for one hundred (100) percent of the width of the Facade at the primary frontage, except where driveways are permitted in which case the terrace may occupy less than one hundred

(100) percent of the frontage. Additions to existing non-compliant structures are not required to meet percentage-specified requirement.

b. The terrace shall be a minimum of eight (8) feet deep and may extend to the front property line. Terrace surfaces may be paved or landscaped.

(4) Awnings are permitted as follows:

a. Awnings shall be fabric and may be fixed or movable.

b. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

c. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

d. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

e. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

1. That an awning covering only the primary entrance may extend a minimum of three (3) feet.

f. All awnings shall be set back from the curb a minimum of

two (2) feet.

g. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk or terrace.

(5) Fences and walls are allowed only when they are necessary as part of the terrace structure or to provide a safety railing. Walls shall be brick, stone or stucco. Rails shall be iron, steel or aluminum that appears to be iron.

(6) In T-4, walkways providing access to secondary entrances are limited to one per entrance no wider than five (5) feet each.

(7) In T-5 and SD-WH, frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(8) Terrace frontages may include all elements of a shopfront frontage located at the level of the terrace.

(c) Stoop (permitted in T4, T5, T6, and SD-WH only).

(1) General characteristics: The Facade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

(2) The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line.

(3) A Stoop is required as follows:

a. A masonry Stoop between twenty (20) and thirty-six (36) inches above sidewalk grade may encroach into the front Setback at the primary entrance. Additional Stoops may be

located at secondary entrances.

b. Stoops shall be between four (4) and six (6) feet deep.

c. Stoops may be recessed into the building Facade as an alternative to encroaching into the Setback.

d. Stairs providing access to a Porch or Stoop may encroach up to the property line.

e. Stoops may be covered by a roof structure supported by columns or wall brackets.

(4) An iron Fence with or without masonry piers is permitted at the front property line in T-4.

(5) In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

(6) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(d) Common entry (permitted in T4, T5, and SD-WH only).

(1) General characteristics: A single point of entry is provided for multiple units or uses in one (1) building.

(2) The finished floor elevation of the first floor shall be a no more than thirty (30) inches above average grade along the façade.

(3) Awnings are permitted as follows:

a. Awnings shall be fabric and may be fixed or movable.

b. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers

only the primary entrance, it shall be the width of the primary entrance.

c. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

d. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

e. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

1. That an awning covering only the primary entrance may extend a minimum of three (3) feet.

f. All awnings shall be set back from the curb a minimum of two (2) feet.

g. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(4) Stairs providing access to entrances may encroach up to the property line.

(5) An iron, steel or aluminum that appears to be iron Fence with or without masonry piers is allowed at the front property line in T-4.

(6) In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

(7) Frontages may be paved up to one hundred (100) percent of

their area. Paving shall consist of unit masonry or concrete.

(8) Common entry frontages may include all elements of a shopfront frontage located at sidewalk level.

(e) Pedestrian forecourt (T5, T6, and SD-WH only).

(1) General characteristics: A portion of the Facade is close to the front property line and remaining Facade is set back from the front property line to create an entry courtyard.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade.

(3) An entry courtyard is required as follows:

a. The entry courtyard shall be located at the primary entrance.

b. The entry courtyard shall be no larger than six hundred (600) square feet.

c. The entry courtyard shall be bound by building Facades on a minimum of two (2) sides.

d. The width of the entry courtyard counts toward frontage build out.

(4) Awnings and canopies are permitted as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of

the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

i That an awning covering only the primary entrance may extend a minimum of three (3) feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(5) Pedestrian forecourt frontages may include all elements of a shopfront along front property lines and within the entry

courtyard.

(6) Pedestrian forecourt frontages may include all elements of a Gallery frontage except within the entry courtyard.

(f) Vehicular forecourt (permitted T6 and SD-WH only).

(1) General characteristics: A portion of the Facade is close to the front property line and remaining Facade is set back from the front property line to create an entry courtyard for vehicular access.

(2) Courtyards shall recess no more than fifty (50) percent of the building Facade.

(3) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade.

(4) An entry courtyard is required as follows:

a. The entry courtyard shall be located at the primary entrance.

b. The entry courtyard shall be no larger than one thousand six hundred (1,600) square feet and shall be no wider than fifty (50) percent of the width of the frontage.

c. The entry courtyard shall be bound by building Facades on a minimum of two (2) sides.

d. The width of the entry courtyard counts toward frontage

build out.

(5) Awnings and canopies are permitted as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

i That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

ii Awnings on vehicular forecourt frontages may extend twelve (12) feet except where installed as a

porte-cochere in which case the maximum depth is thirty (30) feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(6) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(g) Gallery (permitted in T-5 and T-6 only).

(1) General characteristics: The Facade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade.

(3) A Gallery is required as follows:

a. Galleries may encroach into the public right-of-way to within two (2) feet of the curb provided that a minimum five (5) feet of continuous, clear, paved pedestrian path be maintained along the public sidewalk. A right-of-way permit is required for galleries.

b. Galleries shall be a minimum of seven (7) feet in depth and twelve (12) feet in height.

c. Galleries shall span a minimum of eighty (80) percent of

the Facade without gaps.

(4) Galleries shall be supported by columns, configured as follows:

a. Columns shall be centered on the spandrel beam.

b. Columns shall be round metal and have a diameter of three (3) inches minimum to six (6) inches maximum.

c. Columns shall have a base, shaft and capital.

d. Columns shall be located a minimum of seven (7) feet from the Facade.

(5) Gallery decks shall be configured as follows:

a. Gallery decks shall be no more than nine (9) inches thick, including all structure and surface.

b. Gallery deck structure shall be exposed.

c. Gallery decks shall be located above the top of transom windows.

(6) Second story railings shall be painted metal.

(7) Second story columns and railing posts shall align with columns below.

(8) Where galleries interrupt street lighting, a minimum of one-half (½) foot candle lighting shall be provided within the Gallery.

(9) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(10) Gallery frontages may include all elements of a shopfront frontage.

Figure A-10.1 Shopfront Elevation Elements



Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over 6 stories.

Shaft: Determined by the building height.

Base: A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over 6 stories, the base should extend to the vertical extent of the second story.

(h) Shopfront (permitted in T4, T5, T6, and SD-WH only).

(1) General characteristics: The building Facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries. Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade.

(3) Shopfronts are subject to the following design requirements:

a. Shopfronts shall be designed with a bulkhead, display window and transom as generally described in Figure A-10.1 Shopfront Elevation Elements.

b. Bulkheads shall be eighteen (18) to thirty (30) inches in height.

c. Transom windows shall have dividing muntins and be free of signage.

d. Shopfront sign(s) shall be installed above transom

windows.

e. Base height of a shopfront shall a minimum of sixteen (16) feet, measured from grade to top of base cornice.

(4) Shopfronts are subject to the following glazing and coverage requirements:

a. Shopfronts shall provide ground floor glazing (display windows) for visibility into interior spaces for no less than fifty (50) percent of the shopfront area, calculated separately for each frontage. The shopfront area width is defined by the width of the frontage and height is defined by the area between the sidewalk grade and the bottom of the second floor or roof structure.

b. Where shopfronts occur along primary frontages, they shall cover no less than eighty (80) percent of its length.

c. Where shopfronts occur along secondary frontages, they shall cover no less than thirty (30) percent of its length.

d. Entries may be recessed from the Facade up to eight (8) feet in depth.

(5) Ground floor movable commercial uses may utilize the public sidewalk for seating, serving, displays of merchandise and other business related activities as long as a five-foot minimum clear sidewalk passage is maintained.

(6) Shopfront frontages not combined with other frontages may

include awnings and canopies as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

i That an awning covering only the primary entrance may extend a minimum of three (3) feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of

the frame shall be maintained above sidewalk.

(7) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

Section 11 Signage

A. General requirements

1. Signs must be permitted as specified in Article 10.

2. Signage may be permitted according to Table A 11.1, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type for each separate business except that building signs, corner signs and marquees are limited to one (1) per building and painted wall signs are limited to one (1) per secondary frontage and wall internal to a lot but visible from sidewalks.

3. Parking lots throughout the district may install one (1) parking sign.

4. Signage, if illuminated, shall be illuminated externally. Neon and back-lit, reverse channel signs are allowed. Internally-illuminated letters are not allowed.

5. One (1) address number, no larger than one (1) square foot, shall be attached to the building in proximity to the primary entrance.

6. Sign materials shall be compatible with the materials of the building on which it is placed and the district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case by case basis.

7. Signage projecting forward from building walls exceeding one (1) foot in depth shall maintain a minimum eight (8) foot clearance above adjacent grade.

8. All signage permitted in this section except for yard signs may encroach into the right-of-way.

9. Painted murals may be permitted along secondary frontages and walls internal to a property. Painted murals may include copy related to the building or business occupying the building, subject to the requirements of painted wall signs.

10. Banners that comply with Chapter 64, Article 4 of the City Code, as amended are permitted.

B. Neon and LED signs

1. Non-animated neon and LED signs are allowed inside storefront windows.

2. The maximum brightness levels for such signs shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness, during daylight hours.

3. The maximum brightness levels for such signs shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

C. Upper building signs

1. A maximum of two (2) upper building signs a minimum of forty (40) feet above grade may be installed on two (2) separate Facades on buildings more than ten (10) stories high.

2. Upper building signs are limited to the following:

   (a) The identification of the building or the name of one (1) tenant of the

building;

(b) A maximum of eighty (80) percent of the width of the building wall upon which it is placed;

(c) A maximum of one (1) horizontal or vertical line of letters or symbols;

(d) A maximum font size of eight (8) feet in any dimension;

(e) A maximum logo or emblem size of ten (10) feet in any dimension.

D. Abandonments

1. An abandoned sign must be removed within ninety (90) days from the: date official notice is given by the Department. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandonment unless property remains vacant for a period of six (6) months or more.

E. Residential uses, home offices and live-works in T-3 and T-4

1. Signage shall not be illuminated.

2. Home business signage may be permitted in accordance with Table A-11.1 Signage Standards, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type per property.

Table A-11.1 Signage Standards

Sign Type	Restrictions			
	Number	Area	Copy	Sub-Districts
1. Sandwich Board	1 per business, shall be removed outside of business hours	Maximum 2 feet wide by 3 feet tall. Sandwich board shall not reduce pedestrian	No restrictions	T-4, T-5, T-6, SD-WH

Sign Type	Restrictions			
	Number	Area	Copy	Sub-Districts
		passage width to less than 4 feet		
2. Diagonal Corner	1 per building at corners only, attached at a 45-degree angle	Maximum 3 ft. wide and 15 ft. tall	No restrictions	T-5, T-6, SD-WH
3. Fabric Awning	1 per awning	Maximum 8 inches tall by awning length	No restrictions	T-4, T-5, T-6, SD-WH
4. Window decal	1 per window (not including temporary signage within window)	Maximum 30% of window area	Applied decal within window	T-4, T-5, T-6, SD-WH
5. Upper Building	1 per building located within the frieze or upper portion of the storefront if there is not a frieze	Maximum 3-feet tall by building length	No restrictions	T-4, T-5, T-6, SD-WH
6. Hanging Blade	1 per business	Maximum 10 sq. ft. each face	No restrictions	T-4, T-5, T-6, SD-WH
7. Individual Storefront	1 per business	Maximum 2 ft. tall by store length (or to fit within a frieze or architectural feature)	No restrictions	T-4, T-5, T-6, SD-WH
8. Internal Neon	1 per window (not including temporary signage within window)	Maximum 30% of window area	Neon or LED within window	T-4, T-5, T-6, SD-WH

Sign Type	Restrictions			
	Number	Area	Copy	Sub-Districts
9. Painted Wall	See signage requirement in the text of this Section	No restrictions	No restrictions	T-4, T-5, T-6, SD-WH
10. Yard Blade	1 per lot with home business or in non-residential use	Maximum 5 sq. ft.	No restrictions	T-3, T-4, T-5, T-6, SD-WH
11. Address Number	See signage requirements in the text of this Section	Maximum 1 sq. ft.	6 ft. high on wall, 4 ft. high on mailbox	T-3, T-4, T-5, T-6, SD-WH
12. Wall Plaque	1 per business (located on the building) 1 per parking lot (located on an architectural feature of the required parking lot screening)	Maximum: 2 sq. ft. in T-3, T-4, and 8 sq. ft. in T-5, T-6	No restrictions	T-3, T-4, T-5, T-6, and SD-WH
13. Wayfinding Sign	May be located on right-of-way or private property, 1 per block or site	Maximum 5 ft. tall; Maximum 20 sq.f.t of signage per face, Maximum total of 50 sq.ft. of signage on all faces.	No Restrictions	Allowed on A Streets in T-4, T-5, T-6, and SD-WH
14. Monument Sign	1 per site	Maximum 6 ft. tall; maximum 8 ft. wide; maximum 25 sq. ft. of signage each face, maximum total of 50 sq. ft. of signage on all faces.	No Restrictions	Allowed in T-4, T-5, and SD-WH
15. Free-Standing/Pole Signs	1 per site	Maximum 8 ft. tall; maximum 5 ft. wide; maximum 20 sq. ft. of signage each face, maximum total of 40 sq. ft. of signage on all faces	No Restrictions	Allowed in T-4, T-5, and SD-WH
16. Banners	1 per site; maximum of 3 occurrences per year, minimum of 30 days between occurrences	Maximum 4 ft. X; maximum 8 ft.; maximum 32 sq. ft. of banner material	No Restrictions	Allowed in T-4, T-5, T-6 and SD-WH
17. Parking Lot Identification Signs	1 per driveway	Maximum height 10 ft. (including mount); maximum 2 ft. tall; maximum 3 ft. wide; maximum 6 sq. ft. of signage	No Restrictions	Allowed in T-4, T-5, T-6 and SD-WH

Figure A-11.1 Signage Standards



Section 12 Definitions

A. Provisions This subsection provides definitions for terms in this Appendix A that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this section, then Department shall determine the correct definition.

A-Streets: Those thoroughfares that by virtue of the pre-existing pedestrian supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See "B-Street".

Accessory Dwelling Unit: A secondary, independent living facility located in, or on the same lot as, a single-family residence. This includes a building or part of a building that provides complete independent living facilities, including a kitchen, living room, bathroom and bedroom, and that is attached to the principal dwelling or a detached building on the same lot.

Alley: A right-of-way located between rear or side property lines, which provides access to adjacent properties.

Automotive: A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade: A series of piers topped by arches that support a permanent roof over a sidewalk.

Architectural review board or *ARB:* The architectural review board established by chapter 44 of the Mobile City Code.

Attic: The interior part of a building contained within a pitched roof structure.

Awning: A fixed or movable, lightweight, rigid skeleton structure over which a covering is attached that provides weather protection and is wholly supported by the building to which it is attached.

B-Streets: Those thoroughfares that by virtue of their use, location or absence of pre-existing pedestrian supportive qualities, may meet a standard lower than that of A-Streets. See "A-Streets."

Balconies: An open habitable portion of an upper floor that extends beyond or is recessed within a building's exterior wall that is not

supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.

Banner: Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar: A retail, theater or entertainment establishment with an occupancy load of more than one hundred (100) persons that serves alcohol.

Blade Sign: A sign made from rigid material mounted perpendicular to a building wall with one (1) side attached or supported by a device extending from a building wall.

Brewpub: An establishment licensed as and meeting the qualifications of a Brewpub under the state alcoholic beverage control laws, including Title 28, Chapter 4A of the Code of Ala. 1975, as amended.

Building Height: The vertical distance from grade to the highest finished roof surface in the case of flat roofs, or to a point at the average height of roofs having a pitch of more than one (1) foot in four and one-half (4½) feet. In the O-SH and DDD, the vertical extent of a building measured in stories, from finished grade.

Building Placement: The placement of a building on its property.

By Right: Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe: A restaurant, bar, theater or entertainment venue with less than one hundred-(100) person occupancy load.

Canopy: A rigid structure over which a covering is attached that provides weather protection and is supported by the building to which it is attached, and which may or may not be attached to the ground at the outer end by at least one column or post.

Chapter: Refers to chapter 64 "Zoning" of the City Code.

Civic Parking Reserve: A parking structure or parking lot with no less than twenty (20) percent of total parking spaces available to the general public for parking. Parking may be free of charge or a fee may be charged for parking.

Civil Support: Private and non-profit functions that provide essential supports to the municipality.

Colonnade: A roofed structure, extending over the sidewalk and open to the street except for supporting columns or piers.

Complete Demolition: The razing of one or more structure(s).

Commercial: The term collectively defining workplace, office, retail and restaurant uses.

Configuration: The form of a building, based on its massing, private frontage and height.

Corner Property: A property abutting two (2) or more thoroughfares at their intersection, or two (2) parts of the same thoroughfare forming an interior angle of less than one hundred thirty-five (135) degrees.

Driveway: A vehicular lane within a property, often leading to a garage.

Education: The function generally associated with school buildings. Educational uses include: business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle and high schools; and kindergarten and children's daycare.

Encroach: To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the public frontage, or above a height limit.

Encroachment: Any structural element that encroaches.

Facade: The exterior wall of a building that is set along a frontage line.

Fence: A barrier, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel or aluminum that appears to be iron. In the DDD, a Fence may be of chain-link only in limited conditions along side and rear yards and never in frontages. See “Wall.”

Forecourt: A private frontage wherein a portion of the Facade is close to the frontage line and remaining Facade is set back from the frontage line.

Freestanding Sign: Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure. This includes any monument sign or pole sign.

Front Setback: The distance from the frontage line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of permitted encroachments.

Frontage: The portion of a site which faces a street right-of-way or civic space.

Frontage Buildout: The percentage of the property width that is occupied by the building Facade within the front Setback.

Frontage Line: A property line bordering a public frontage or thoroughfare.

Gallery: A platform attached to the building, typically extending over a sidewalk, which is supported from the ground by light-weight columns or other form of structural support. A Gallery may be multiple floors and may have a roof.

Hedge: A foliated boundary formed by bushes, shrubs or climbing vines spaced less than three (3) feet apart.

Historic District: A geographically defined area designated by the City Council in Chapter 44.

Historic District Guidelines: The general design standards applicable in considering the granting and denial of certificates of appropriateness adopted by the Architectural Review Board pursuant to Chapter 44, of the City Code.

Home Office: Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Industrial: The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities and other business serving primarily industrial needs.

Liner Building: A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading Dock: An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron and maneuvering room.

Lodging: A building use available for daily and weekly renting of bedrooms. Lodging uses include hotels, rooming houses, inns and bed & breakfast inns.

Manufacturing: The use associated with a business or activity involving the creation, assemblage or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Mixed Use: Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Mobile Historic Development Commission or *MHDC:* The City Historic Development Commission established by Chapter 44 of the Mobile City Code.

Mobile Tree Act: The common name of the local law enacted by the Alabama State Legislature (Act. No. 929, Acts of Alabama, 1961 Regular Session), as amended, for the purpose of protecting the trees on both public and private property within the incorporated areas of the City.

Mobile Tree Commission: The agency designated by the Alabama State Legislature to enforce the Mobile Tree Act.

Monument Sign: Ground mounted sign with a maximum height of six feet, where the base is at least 2/3rds of the sign width.

Mural: Any graphic painted or otherwise applied directly or indirectly on an exterior wall or to a panel attached to an exterior wall.

Net Property Area: The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office: The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Outbuilding: Any detached building that is smaller than and separate from the main building of the lot.

Parking Lot: An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking Lot Sign: A sign to identify the entrance of a parking lot. Maximum height, including mount, is ten (10) feet.

Parking Structure: A building containing one (1) or more stories of vehicular parking above or below grade.

Porch: A roofed structure, typically attached at the ground floor of a building, typically open at the sides.

Portable Retail: Food and merchandise carts and vehicles that are mobile and can operate in a location for a few hours to a day at a time.

Principal Building: The main building on a property, usually located toward the frontage.

Principal Entrance: The main point of access for pedestrians into a building.

Primary Frontage: The frontage of a site that establishes the orientation of the primary façade, and the primary pedestrian access.

Private Frontage: The privately held layer between the frontage line and the required Setback.

Property: A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property Coverage: The percentage of a property that is covered by buildings and other roofed structures.

Property Line: The boundary that legally and geometrically demarcates a property.

Property Width: The length of the principal frontage line of a property.

Public Frontage: The area between the pavement of a thoroughfare and frontage lines.

Rear Setback: The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Regulating Plan: Maps or set of maps that show the zoning sub-districts and street hierarchy(s) associated with form based districts such as the DDD.

Required Parking: The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential: Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units and supportive housing.

Retail: Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant: A retail establishment with greater than one hundred (100) person occupancy load that serves food.

Secondary Frontage: A frontage that is not the principal frontage.

Setback: The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Service Area: The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront: A private frontage for retail and office uses with substantial glazing wherein the Facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk: The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special District (SD): An area that, by its intrinsic function, placement or configuration, cannot or should not conform to one (1) or more of the normative transect sub-districts specified by this Appendix.

Stoop: A small, raised platform, with stairs or ramp, located at the entrance to a building, which may be covered by an awning, canopy or marquee.

Story: A habitable level within a building excluding a basement.

Streetscreen: A freestanding wall or Fence/planting combination built or located along the front property line, or on the same plane with a façade for the purpose of masking views and providing a street wall.

Terrace: A paved or landscaped front yard elevated above the grade of the sidewalk.

Thoroughfare: A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Transect sub-district: A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Utility, Intermediate: Facilities related to the local transport or storage of treated, untreated or wastewater, including water or sewage pumping stations, potable water storage facilities, regional stormwater storage facilities, and combined stormwater/ sewage storage facilities gas regulator station as well as neighborhood scale electric substations.

Utility, Major: A building or other structure for production or generation of utilities for consumption by the general public including any utility scale electric power generating station (including any stations that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric or tidal technologies), electric transmission line right-of-way for transmission lines with a capacity of 230 kilovolts (kv) or more, sewage treatment plant or potable water treatment facility.

Utility, Minor: All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm water, communications, electricity, transportation, gas, steam, and similar public services at a neighborhood or residential scale and may include storage for vehicles and equipment necessary to provide those services. This includes electric transmission or distribution lines with a capacity of 115 kilovolts (kv) or below, and residential scale electric power generation (including any generators that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric, or tidal technologies), telephone exchanges, switch boxes, transformer boxes, and cap banks.

Wall: A barrier, independent of a building, made of masonry materials. See "Fence."

Wayfinding sign: A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted and are generally of a cohesive design for specific areas or types. Wayfinding signs are not advertisements for individual businesses.

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 17, 2022

C.J. Small, President
Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Lisa Lambert, City Clerk
Mobile Government Plaza
Mobile, Alabama 36644

Re: Certified record proposed Unified Development Code

Dear Mr. Small and Mrs. Lambert,

I hereby certify that the record of the proceedings for the adoption of the Unified Development Code (UDC) by the Mobile City Planning Commission consists of the following:

- The Mobile City Planning Commission called for the public hearing on the UDC at their February 3, 2022 meeting. A copy of the agenda with the call for public hearing is attached and the entire meeting is available at https://www.youtube.com/watch?v=Lwpm6Ob3xC8.

- The public hearing with the Mobile City Planning Commission was advertised in compliance with Alabama Code section 11-52-77(2). Proof of publication and a copy of the quarter page ad, as well as proof of legal ad publication are attached.

- The UDC as advertised and discussed at the Mobile City Planning Commission's March 10, 2022 meeting is available here https://mapformobile.org/udc/.

- On March 10, 2022 the Mobile City Planning Commission held a public hearing on the UDC; see attached agenda. Emails submitted by concerned parties as well as comments loaded to the portal were provided to the Planning Commission and are attached. Additionally, staff provided an updated summary of the UDC since Fall 2021 (also attached). The UDC was discussed and unanimously

recommended for approval to the Mobile City Council, with the following two amendments.

1) All references to the Board of Zoning Adjustment be changed to Board of Adjustment; and
2) Amend 64-9-3.A. to read as follows; "The Zoning Ordinance of the City of Mobile adopted by Ordinance No. 80-057 on May 16, 1967, and all text amendments thereto, are herby repealed effective on the date that this Chapter takes effect as provided in section 64-9-4.

- The meeting is available at https://www.youtube.com/watch?v=zC0yeDzKINA.

Also included with this transmittal are nine (9) hardcopies of the UDC incuding the zoning, urban/suburban and overlay maps. All mapping information is available electronically here (https://storymaps.arcgis.com/stories/d92fdb2c9da3432bb25b06bd76e77a9f).

If you have any questions, please contact the Planning staff for additional information.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Shayla Jones Beaco
Shayla J. Beaco
Executive Director, Build Mobile

SJB:mp

Attachments

C: Mobile City Council
William S. Stimpson, Mayor
Ricardo Woods, City Attorney
Chris Arledge, Council Attorney

MOBILE CITY PLANNING COMMISSION AGENDA

FEBRUARY 3, 2022 - 2:00 P.M.

AUDITORIUM, GOVERNMENT PLAZA

ROLL CALL:

	Mr. John W. "Jay" Stubbs, Jr. *Chairman*
	Mr. Allan Cameron, *Vice Chairman*
	Ms. Jennifer Denson, *Secretary*
	Mr. Carlos Gant
	Ms. Shirley Sessions
	Mr. Taylor Atchison
	Mr. Matt Anderson, (MD)
	Mr. Nick Amberger (AO)
	Mr. Scott Jones (CC)
	Ms. Susan Carley (S)
	Mr. Kirk Mattei (S)

(S) Supernumerary (MD) Mayor's Designee (AO) Administrative Official
(CC) City Council Representative

ADOPTION OF THE AGENDA:

HOLDOVERS:

1. **2465 Wimbush Street**
   (Southwest corner of Wimbush Street and Whitley Street, extending through to the east side of Green Street).
   Council District 2
   SUB-001853-2021
   Africatown Heritage House Subdivision
   Number of Lots / Acres: 1 Lot / 2.8± Acres
   Engineer / Surveyor: Goodwyn Mills Cawood

2. **4230 Halls Mill Road**
(West side of Halls Mill Road, 135'± North of the West terminus of Alden Drive).
Council District 4

   a. **SUB-001923-2022 (Subdivision)**
United Rentals – 2 Subdivision
Number of Lots / Acres: 1 Lot / 1.4± Acres
Engineer / Surveyor: Gulf States Engineering, Inc.

   b. **PUD-001922-2022 (Planned Unit Development)**
United Rentals – 2 Subdivision
Planned Unit Development Approval to allow multiple buildings on a single building site.

   c. **ZON-001910-2021 (Rezoning)**
United Rentals (Brent Johnson, Agent)
Rezoning from B-3, Community Business District, to I-1, Light Industry District.

EXTENSIONS:

3. **3158 and 3160 Old Shell Road, and 110 and 116 Abrams Street**
(Northeast corner of Old Shell Road and Abrams Street).
Council District 1
SUB-001479-2020
Gulf Coast Underground Subdivision
Number of Lots / Acres: 1 Lot / 2.3± Acres
Surveyor/ Engineer: Wattier Surveying, Inc

NEW PLANNING APPROVAL APPLICATIONS:

4. **3107 Halls Mill Road**
(East side of Halls Mill Road, 290'± North of Fleetwood Drive North).
Council District 3
PA-001921-2022
FGP Manufacturing, LLC
Planning Approval to allow a popsicle manufacturing facility in a building larger than 40,000 square feet in a B-3, Community Business District.

OTHER BUSINESS:

A. **Call for Public Hearing**

Call for public hearing to take public comment on whether the Commission should recommend to the Mobile City Council that the Unified Development Code be adopted to replace the current Zoning Ordinance, Chapter 64 of the Mobile City Code. Scheduled for March 10, 2022.

LAGNIAPPE HD

LEGAL AFFIDAVIT

Reference AD ID: 49073

SOMETHING EXTRA PUBLISHING INC.
P.O. Box 3003 Mobile, AL 36652

LAGNIAPPE WEEKLY/LAGNIAPPE HD
704 Government St. Mobile, AL 36602
Phone: 251-450-4466
Email: legals@lagniappemobile.com
Web: www.lagniappemobile.com

Bill To:
City of Mobile
Planning & Zoning
P.O. Box 1827
Mobile, AL 36633

SALES REP: JACKIE CRUTHIRDS
251-445-7202/ legals@lagniappemobile.com

DATE	AD SECTION	Description	TOTAL COST
2/16/2022	LEGALS	Notice of Public Hearing with Maps	1882.32

Ashley Trice being sworn says that she is the advertising manager for Something Extra Publishing, Inc, which publishes Lagniappe HD, a newspaper in the City and County of Mobile, State of Alabama: the attached notice appeared in the issue of Lagniappe HD dated February 16, 23; March 2, 2022.

Sworn to me on this 2nd day of MARCH 2022.

Notary Public

My Commission Expires
June 30, 2024

JACQUELYN B. CRUTHIRDS
Notary Public
Alabama State at Large

The following unclaimed vehicle(s) will be sold on March 25, 2022 - Time - 9am, if not claimed - at 3976 McFarland Blvd., Mobile, AL 36618.
2006 Toyota Scion
JTKDE167460064856
2013 BMW 528I
WBAFR9C55DC295770
2006 Toyota Avalon
4T1BK36B56U129305
Lagniappe RO February 16, 23, 2022

MOBILE COUNTY PERSONNEL BOARD JOB OPPORTUNITIES

AUTOMOTIVE SERVICE WORKER I
CONTINUOUS
SALARY: $18,912 - $31,789
EXAMINATION: APPRAISAL
This is semi-skilled automotive maintenance repair and service work. This requires completion of the eighth grade and one years experience as a mechanic's helper or service station attendant. Requires a valid driver's license from state of residence.

COMMUNITY SERVICES ANALYST
CLOSE DATE: 02/21/22
(CITY OF MOBILE)
SALARY: $36,716 - $58,696
EXAMINATION: APPRAISAL
This is responsible administrative work in the development, coordination and funding of community service grants and projects. This requires a bachelor's degree in business administration or public administration, and three years responsible experience in municipal, state or federal program planning, preferably in grant-in-aid or loan program development.

ELECTRICIAN TRAINEE
CONTINUOUS
(CITY OF MOBILE)
SALARY: $33,363 - $53,178
EXAMINATION: APPRAISAL
This is semi-skilled electrical maintenance and repair work requiring the completion of increasingly more skilled tasks while training to perform at the journeyman level of an Electrician. This requires a high school diploma or GED, and two years experience in the electrical trades. Must possess or obtain within three years from date of appointment a City of Mobile or State of Alabama Journeyman Electrician card and a valid driver's license from state of residence. Requires a valid Alabama Class A commercial driver's license with appropriate endorsements

ENGINEERING TECHNICIAN I
CONTINUOUS
SALARY: $33,263 - $60,060
EXAMINATION: APPRAISAL
This is sub-professional engineering and drafting work in the office or field. This requires a high school diploma or GED, and one year experience in surveying or drafting work.

EQUIPMENT OPERATOR II (SIDE ARM MOWER)
CONTINUOUS
SALARY: $22,992 - $37,166
EXAMINATION: APPRAISAL
This is responsible work in performing a variety of manual tasks in the operation of a SIDE ARM MOWER. This requires completion of eighth grade, one year experience operating a SIDE ARM MOWER, and valid commercial driver's license with appropriate endorsement.

EQUIPMENT OPERATOR II
CONTINUOUS
(SOLID WASTE TRUCK/REAR LOADER GARBAGE TRUCK)
SALARY: $22,992 - $37,166
EXAMINATION: APPRAISAL
This is responsible work in performing a variety of manual tasks in the operation of a SOLID WASTE TRUCK/REAR LOADER GARBAGE TRUCK. This requires completion of eighth grade, one year experience operating a SOLID WASTE TRUCK/REAR LOADER GARBAGE TRUCK, and valid commercial driver's license with appropriate endorsement.

EQUIPMENT OPERATOR II (TANDEM AXLE DUMP TRUCK)
CONTINUOUS
SALARY: $22,992 - $37,166
EXAMINATION: APPRAISAL
This is responsible work in performing a variety of manual tasks in the operation of a TANDEM AXLE DUMP TRUCK. This requires completion of eighth grade, one year experience operating a TANDEM AXLE DUMP TRUCK, and valid commercial driver's license with appropriate endorsement.

EQUIPMENT OPERATOR II (TRASH TRUCK AND TRAILER)
CONTINUOUS
SALARY: $22,992 - $37,166
EXAMINATION: APPRAISAL
This is responsible work in performing a variety of manual tasks in the operation of TRASH, TRUCK AND TRAILER. This requires completion of eighth grade, one year experience operating a TRASH, TRUCK AND TRAILER, and valid commercial driver's license with appropriate endorsement.

EQUIPMENT OPERATOR III (DOZER)
CONTINUOUS
SALARY: $27,936-$43,100
EXAMINATION: APPRAISAL
This is responsible work in performing a variety of manual tasks in the operation of a DOZER. This requires completion of eighth grade, one year experience operating a DOZER and a valid commercial driver's license with appropriate endorsement.

HUMAN RESOURCES COORDINATOR
CLOSE DATE: 02/21/22
(CITY OF PRICHARD)
SALARY: $32,160 - $57,672
EXAMINATION: APPRAISAL
This is varied and responsible administrative work in coordinating human resource functions and activities for the employing jurisdiction. This requires bachelor's degree in human resources administration, business administration, or public administration.

LIBRARIAN I
CONTINUOUS
(MOBILE PUBLIC LIBRARY)
SALARY: $42,579 - $68,070
EXAMINATION: APPRAISAL
This is professional library work over a major sub-function of the library. This requires a master's degree in library science.

LIFT STATION MECHANIC I
CONTINUOUS
SALARY: $27,997 - $46,295
EXAMINATION: APPRAISAL
This is semi-skilled and skilled work in the maintenance, repair, and operation of mechanical equipment used in sewage/wastewater lift stations. This requires a high school diploma or GED, and one year experience in mechanical maintenance and repair work. Must possess a valid driver's license from state of residence, and may require obtaining an Alabama Grade IV Wastewater Certification.

PESTICIDE TECHNICIAN
CONTINUOUS
SALARY: $33,263 - $58,593
EXAMINATION: APPRAISAL
This is technical work in developing and conducting a pest control program in the management of vegetation and animal pests and disease control. This requires a high school diploma or GED. Depending upon area of assignment, must be certified as a pesticide applicator for the category of Right of Way (R.O.W) or Ornamental and Turf Pest Control by the State of Alabama Department of Agriculture and Industries, and must possess a valid driver's license from state of residence.

PLUMBER I
CONTINUOUS
SALARY: $26,416 - $44,676
EXAMINATION: APPRAISAL
This is skilled plumbing work at the journeyman level in installing, servicing, maintaining and removing plumbing systems, swimming pool piping, natural gas piping and sewage drainage piping.
This requires completion of a trade school or apprenticeship program in plumbing and one year journeyman level plumbing experience. Must possess a valid Journeyman Plumber or Master Plumber License issued by the State of Alabama Plumbers and Gas Fitters Examining Board.

TREATMENT PLANT OPERATOR TRAINEE
CONTINUOUS
(MOBILE COUNTY WATER SYSTEM)
SALARY: $34,055 - $57,166
EXAMINATION: WRITTEN/APPRAISAL
This is entry level maintenance and repair work requiring the completion of increasingly more skilled tasks in the operation of a water or wastewater treatment plant and related facilities on an assigned shift while training to perform at the level of Treatment Plant Operator I. This requires a high school diploma or GED, and a valid driver's license from state of residence. Must obtain either a Grade III Water or a Grade III Wastewater Certificate within two (2) years of employment on a bi-base.

TREE TRIMMER I
CONTINUOUS
(CITY OF MOBILE)
SALARY: $28,682 - $45,853
EXAMINATION: APPRAISAL
This is manual work in the trimming of trees and performing related labor activities. This requires a high school diploma or GED, and one year work experience. Requires a valid driver's license from state of residence and must obtain a commercial driver's license with appropriate endorsements, including CR brake endorsement, if applicable, within the first six months of employment.

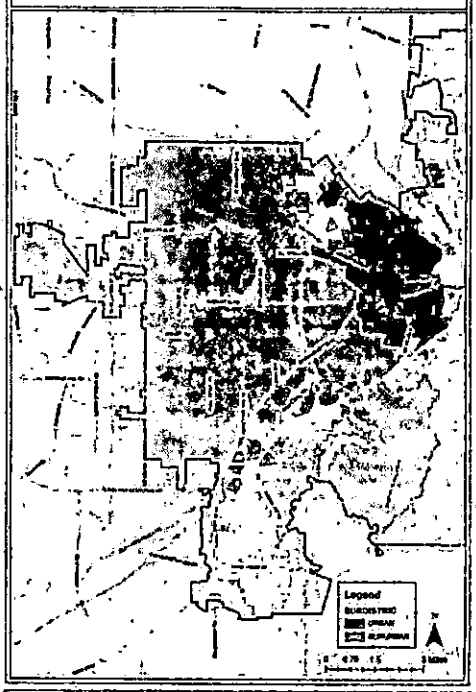
THE PERSONNEL BOARD FOR MOBILE COUNTY, ALABAMA
1809 GOVERNMENT STREET
MOBILE, AL 36606
Lagniappe RO February 16, 2022

NOTICE OF PUBLIC HEARING

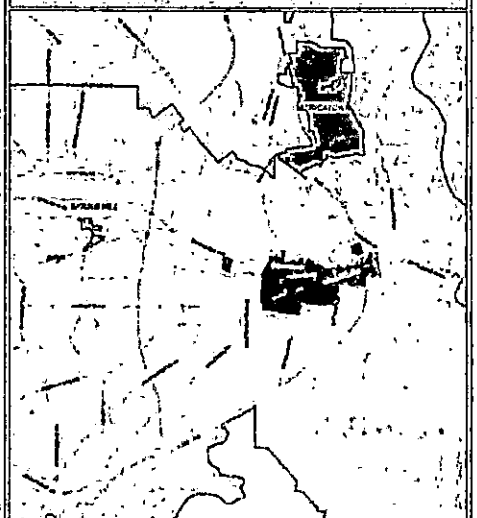
NOTICE is hereby given that at 2:00 p.m. on March 10, 2022, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council that the Unified Development Code be adopted to replace the current Zoning Ordinance, Chapter 64 of the Mobile City Code.
The public hearing will be conducted in the Auditorium of Government Plaza, located at 205 Government Street, Mobile, Alabama.
Written comments may be submitted. Those desiring to submit written comments may email them to planning@cityofmobile.org, or may mail them to City of Mobile Planning Department, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City of Mobile Planning Department, Mobile Government Plaza, South Tower, Third Floor, 205 Government Street, Mobile, Alabama 36602, or may submit comments through the Map for Mobile Website at www.engagemobile.org/udc.
Written comments must be received by noon on Friday, March 4, 2022.
The Unified Development Code is intended to coordinate the City's land use and zoning requirements to ensure consistency in the application of development standards, to regulate the kind, character and use of structures and improvements, and to streamline the procedures for specific land use decisions under the jurisdiction of the Mobile City Council, the Mobile Planning Commission, the Board of Zoning Adjustment, and the City's administrative departments involved in planning, zoning and land use.
The Unified Development Code is organized into 14 Articles and one Appendix as follows:

Article 1 Contains basic information about the Unified Development Code.
Article 2 Establishes a digital zoning map, zoning districts including permitted and conditional uses, urban and suburban subdistricts, and dimensional and design standards including height, yards, lot coverage, landscaping, civic space, and compatible building and site design.
Article 3 Consolidates the development standards that apply to all development or redevelopment in the City, such as parking, landscaping, pavement, streets, parks and civic spaces, and utilities.
Article 4 Establishes regulations for specific uses and development types that address their unique impacts, establish incentives that further the public interest, or to comply with state or federal legal requirements.
Article 5 Establishes workflows and processes for zoning and other land use applications.
Article 6 Protects and regulates nonconforming uses, structures, and sites.
Article 7 Establishes procedures to enforce the UDC, including penalties for violations.
Article 8 This is the glossary which defines terms and phrases used in the UDC and the applicable rules of interpretation.
Article 9 Includes technical legal language.
Article 10 Provides a checklist of the information that applicants need to submit for a complete application that the City can process.
Article 11 Africatown Overlay. Establishes supplementary zoning regulations that implement specific requirements of the area plans for Africatown.
Article 12 Peninsula Overlay. Establishes supplementary zoning regulations that implement specific requirements of the area plans for the Peninsula.
Article 13 Spring Hill Overlay. Establishes supplementary zoning regulations that implement specific requirements of the area plans for Spring Hill.
Article 14 Historic District Overlay. Establishes dimensional standards for properties in locally designated historic districts to preserve and maintain their existing character.
Appendix A Downtown Development Code. Establishes zoning regulations and requirements for the Downtown Development District.
The Unified Development Code and digital zoning map can be viewed on the City of Mobile's website at www.engagemobile.org/udc. Maps of the urban and suburban subdistricts and the Africatown, Peninsula, Spring Hill and Historic District Overlays are published herewith.
A copy of the Unified Development Code and hard copies of the maps are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602. Copies of the Unified Development Code are also available for public inspection at the following branches of the Mobile Public Library: Rex Hoy Main Library, 701 Government Street; Nanda L. Weaver/Spring Hill Branch Library, 4 South Georget Avenue; Parkway Branch Library, 1924 0 Dauphin Island Parkway; Virginia Dillard Smith/Semmesville Branch Library, 661 Sherman Road; West Regional Library, 5555 Grelot Road; and Theodore Dicks Branch Library, 5082 Highway 90 West, Suite E.
Lagniappe RO February 16, 23, March 2, 2022

URBAN & SUBURBAN SUBDISTRICTS



NEIGHBORHOOD OVERLAYS





Night sky mystery

BY ALAN SEALLS


Alan Sealls

ur ancestors of centuries ago were probably more in tune with the night sky than we are. There was less light pollution in cities, people were not ed or blinded by mobile devices, and the conveniences afforded by electric- ay have just been entertaining to gaze eavens. Humans have always witnessed and meteor showers and eclipses. The lights are known at higher latitudes in ler months.

, there are many more things that happen nd outside of our atmosphere that you'll t night. They are all manmade. Spotting rnational Space Station is a regular event much of the world. Every now and then, will see a weather balloon or they'll see terns floating away from some sort of tion or observance.

w weeks ago, a lady sent me a photo nge light, low on the western horizon. ne to accept that there are things in life will never know or understand. This, r, was not one of those. It had a perfectly planation. I first guessed that it was a t or natural gas flaring reflected in the This was neither. Apparently, it was a apor trail from a SpaceX rocket satellite which was most visible several hundred way. That's becoming more common. recently, as I was watching the Inter- Space Station glide overhead, I saw satellite a minute later, in the same general direction. There are so many things in the night sky that didn't used to be there, which are based on technology and innovation. More than 4,500 active satellites orbit Earth, according to the Union of Concerned Scientists, with dozens more small satellites launched in the Starlink internet fleet every couple of months. Some of these are seen as tiny dots of light gliding across space.

There are pieces and fragments of old satellites and debris from old rocket missions that also orbit Earth. NASA tries to keep count and says more than 23,000 pieces of "space junk" larger than a softball are orbiting our planet. More than half a million items larger than a marble are out there too, with over a hundred million even smaller objects! Between new rocket launches and returning spacecraft, and space junk that falls into the Earth's atmosphere and burns up like the several dozen recently-launched Starlink satellites, we see more stuff, some of which no one can immediately identify.

Start planning for the spectacle when the International Space Station reaches its end of life. It's already more than two decades old. NASA plans to bring it down in 2030, over and into the central Pacific Ocean, away from islands and people. Relax, no one will be on it! That's the best option to avoid creating more space junk.

Alan Sealls is Chief Meteorologist at NBC15 and an adjunct meteorology professor at the University of South Alabama.



NOTICE OF PUBLIC HEARING

NOTICE is hereby given that at 2:00 p.m. on March 10, 2022, the City of Mobile Planning Commission will hold a public hearing and take public comment on whether the Commission should recommend to the Mobile City Council that the Unified Development Code be adopted to replace the current Zoning Ordinance, Chapter 64 of the Mobile City Code.

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Article 3 Consolidates the development standards that apply to all development or redevelopment in the City, such as parking, landscaping, easements, streets, parks and civic spaces, and utilities.

Article 4 Establishes regulations for specific uses and development types that address their unique impacts, establish incentives that further the public interest, or to comply with state or federal legal requirements.

Article 5 Establishes workflows and processes for zoning and other land use applications.

Article 6 Protects and regulates nonconforming uses, structures, and sites.

Article 7 Establishes procedures to enforce the UDC, including penalties for violations.

Article 8 This is the glossary which defines terms and phrases used in the UDC and the applicable rules of interpretation.

Article 9 Includes technical legal language.

Article 10 Provides a checklist of the information that applicants need to submit for a complete application that the City can process.

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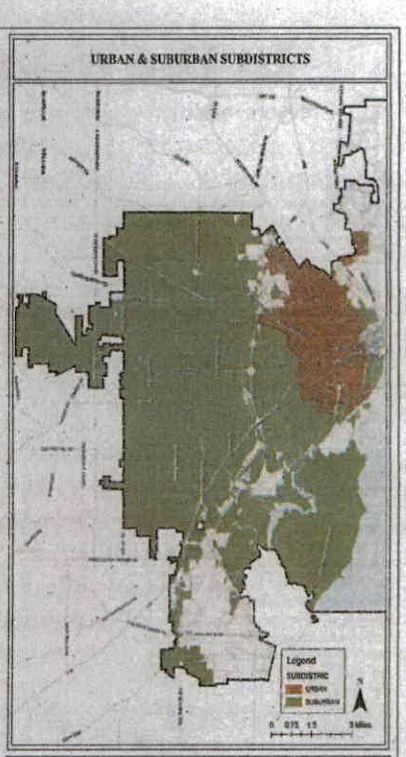
Article 13 Spring Hill Overlay. Establishes supplementary zoning regulations that implement specific requirements of the area plans for Spring Hill.

Article 14 Historic District Overlay. Establishes dimensional standards for properties in locally designated historic districts to preserve and maintain their existing character.

Appendix A Downtown Development Code. Establishes zoning regulations and requirements for the Downtown Development District.

The Unified Development Code and digital zoning map can be viewed on the City of Mobile's website at at www.mapformobile.org/udc. Maps of the urban and suburban sub-districts and the Africatown, Peninsula, Spring Hill and Historic District Overlays are published herewith.

A copy of the Unified Development Code and hard copies of the maps are available for public inspection in the Third Floor Lobby of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602. Copies of the Unified Development Code are also available for public inspection at the following branches of the Mobile Public Library: Don May Main Library, 701 Government Street; Mamie L. Mooren/Spring Hill Branch Library, 4 South McGregor Avenue; Parkway Branch Library, 1924-B Dauphin Island Parkway; Virginia Dillard Smith/Taulmsville Branch Library, 801 Stanton Road; West Regional Library, 5555 Grelot Road; and Theodore Oaks Branch Library, 5108 Highway 90 West, Suite E.





MOBILE CITY PLANNING COMMISSION AGENDA

MARCH 10, 2022 - 2:00 P.M.

AUDITORIUM, GOVERNMENT PLAZA

ROLL CALL:

	Mr. John W. "Jay" Stubbs, Jr. *Chairman*
	Mr. Allan Cameron, *Vice Chairman*
	Ms. Jennifer Denson, *Secretary*
	Mr. Carlos Gant
	Ms. Shirley Sessions
	Mr. Taylor Atchison
	Mr. Matt Anderson, (MD)
	Mr. Nick Amberger (AO)
	Mr. Scott Jones (CC)
	Ms. Susan Carley (S)
	Mr. Kirk Mattei (S)

(S) Supernumerary (MD) Mayor's Designee (AO) Administrative Official
(CC) City Council Representative

ADOPTION OF THE AGENDA:

PUBLIC HEARING ON THE PROPOSED UNIFIED DEVELOPMENT CODE

RECOMMEND ADOPTION OF THE UNIFIED DEVELOPMENT CODE TO THE CITY COUNCIL

Your Name Nathaniel Bryars
Email Address natedoggbryars@gmail.com

From: Map for Mobile <admin@mapformobile.org>
Sent: Saturday, February 5, 2022 5:30 AM
To: Planning <planning@cityofmobile.org>
Subject: UDCX Comment-Registration Form submitted on Map for Mobile

Do you intend to speak at the hearing? (note: pre-registration is not required to speak) No, I just want to share my comment

Provide a brief subject or title for your comment (or reference the relevant code article/section) Parking

Summarize your comment less than 1,000 characters Dozens of cities across the nation have eliminated parking spaces as a minimum requirement. Places from Fayetteville, Arkansas to South Bend, Indiana to Raleigh, North Carolina have eliminated parking requirements. Logically, it's in the interest of the developer and commercial retailers to have parking spaces. The elimination of the minimum requirement would not result in a Walmart with 0 parking spaces. It would allow for more on street parking and a denser development throughout the city, which gives the city more tax money per acre of land. There are more parking spaces than human beings in Mobile by a large margin, and it should be up to the developer regarding how many parking spaces are needed for a specific project. Excess parking is ugly to look at, a waste of space, and a detriment to the environment. If Mobile seeks to be a city of progress then it needs to end the requirement of parking spaces like the rest of the nation is doing.

Your Name Nathaniel Bryars
Email Address natedoggbryars@gmail.com

<https://u24257716.ct.sendgrid.net/wf/open?upn=6MmioFs5MWUEotaDG-2FLaz2QNv760cOdCmESGYwdLLrIDsu-2FYNfuQ6dZdEQd0Nj5WYi4kVSuZMMuNFZDz9Kuj9hf5QJb8E1fmsHMQH86Bl31MXiMnbDka6EozqOUMSF6a38hkvjtqevsgPNAArio8Y3AHDz3k474QPcYfzVP5xsqL9pujRbj0skrZ02A1fJWaIHSoVX-2Bfy14H86Rv0ruVEzhea5YLjiGbxgM-2FYJkPoXo-3D>

From: Map for Mobile <admin@mapformobile.org>
Sent: Thursday, February 10, 2022 10:14 AM
To: Planning <planning@cityofmobile.org>
Subject: UDCX Comment-Registration Form submitted on Map for Mobile

CAUTION: External Email

Do you intend to speak at the hearing? (note: pre-registration is not required to speak)	Yes, I'd like to speak
Provide a brief subject or title for your comment (or reference the relevant code article/section)	Very soon this web page will be famous amid all blog visitors, due to it's fastidious posts
Summarize your comment less than 1,000 characters	Very soon this web page will be famous amid all blog visitors, due to it's fastidious posts
Your Name	Jeremy
Email Address	solnydia@partcafe.com

From: Map for Mobile <admin@mapformobile.org>
Sent: Thursday, February 17, 2022 12:23:01 AM (UTC-06:00) Central Time (US & Canada)
To: Planning <planning@cityofmobile.org>
Subject: UDCX Comment-Registration Form submitted on Map for Mobile

CAUTION: External Email

Do you intend to speak at the hearing? (note: pre-registration is not required to speak)	No, I just want to share my comment
Provide a brief subject or title for your comment (or reference the relevant code article/section)	Thank for new road resurfacing of Summerville st, So when can we expect sidewalks on Summerville st
Summarize your comment less than 1,000 characters	Stanton St-Stephen rd main North &South Street in Toulminville with sidewalk not Summerville st, much needed and the continuation of Donald st. sidewalk
Your Name	Terry Baaqee
Email Address	tbaaqee35@gmail.com

From: Map for Mobile <admin@mapformobile.org>
Sent: Monday, February 28, 2022 3:11:46 PM (UTC-06:00) Central Time (US & Canada)
To: Planning <planning@cityofmobile.org>
Subject: UDCX Comment-Registration Form submitted on Map for Mobile

Do you intend to speak at the hearing? (note: pre-registration is not required to speak)	No, I just want to share my comment
Provide a brief subject or title for your comment (or reference the relevant code article/section)	Article 4, Sec. 64-4-4 Adaptive Reuse
Summarize your comment less than 1,000 characters	Under D. (Incentives) 3. Waiver of Compliance with Parking and Loading. Is this saying, for example, that a Detached Single-Family Dwelling over 50 years old that is rehabilitated under this section does not have to have 2 parking spaces as stated on page 121 of Article 3?
Your Name	sandra stanley
Email Address	sandra_stanley@bellsouth.net

From: Map for Mobile <admin@mapformobile.org>
Sent: Monday, February 28, 2022 1:55:43 PM (UTC-06:00) Central Time (US & Canada)
To: Planning <planning@cityofmobile.org>
Subject: UDCX Comment-Registration Form submitted on Map for Mobile

Do you intend to speak at the hearing? (note: pre-registration is not required to speak)	No, I just want to share my comment
Provide a brief subject or title for your comment (or reference the relevant code article/section)	Community Residence
Summarize your comment less than 1,000 characters	In Article 8 there are three definitions for "Community Residence", "Community Residence, Family", and "Community Residence, Transitional". However, in Article 2 under Group Living only "Community Residence, Family", and "Community Residence, Transitional" are listed. Since the definition of "Community Residence" currently says they are allowed under "all zoning" I believe this means it should be listed as "R" in the Article 2 chart for all zones. However, I would like to question the definition of "Community Residence" as up to ten unrelated individuals for all zoning. I understand Federal guidelines require that groups of persons with disabilities not be treated less favorably than groups of non-disabled persons. Specifically for zone R-1 it seems we are treating non-disabled persons less favorably than disabled. The definition of Family includes no more than four unrelated. Would setting this limit at five or six for "Community Residence" not be reasonable? And if this is a "right" for all zones, where do I find the city's guidelines for these homes with regard to safety and other issues?
Your Name	sandra stanley
Email Address	sandra_stanley@bellsouth.net

From: Map for Mobile <admin@mapformobile.org>
Sent: Monday, February 28, 2022 3:25:30 PM (UTC-06:00) Central Time (US & Canada)
To: Planning <planning@cityofmobile.org>
Subject: UDCX Comment-Registration Form submitted on Map for Mobile

Do you intend to speak at the hearing? (note: pre-registration is not required to speak)	No, I just want to share my comment
Provide a brief subject or title for your comment (or reference the relevant code article/section)	Article 3 Residential Group Living
Summarize your comment less than 1,000 characters	Do "Community Housing", "Community Residential Facilty" and "Residential Care Facilities" fall under "Community Residence" as defined under Article 8? Perhaps a definition for each should be included in Article 8. Or perhaps I missed something. Thank you.
Your Name	sandra stanley
Email Address	sandra_stanley@bellsouth.net

From: Map for Mobile <admin@mapformobile.org>
Sent: Wednesday, March 2, 2022 9:07:46 PM (UTC-06:00) Central Time (US & Canada)
To: Planning <planning@cityofmobile.org>
Subject: UDCX Comment-Registration Form submitted on Map for Mobile

Do you intend to speak at the hearing? (note: pre-registration is not required to speak)	No, I just want to share my comment
Provide a brief subject or title for your comment (or reference the relevant code article/section)	Make village of Springhill Victor Dover plan optional for all of Mobile including Springhill.
Summarize your comment less than 1,000 characters	Please make the Victor Dover Village of Springhill plan OPTIONAL for Springhill. Making this plan mandatory for Springhill is discriminatory and will decrease the rights of residential and business owners who want to redevelop their property according to the new map of Mobile plan we have all worked so hard to develop. By making this plan optional, it allows freedom of owners who are pushing for this Victor Dover plan to follow his plan as they redevelop while allowing residential and commercial owners to have the freedom of the map of Mobile plan. In meetings with Victor Dover 11 years ago, upon realizing that there was significant citizen objection to his plan, he told us all that because of the wonderful cultural diversity of Springhill, freedom of choice would not be bad. Please let this be optional. Give residential and commercial owners to have freedom of both plans.
Your Name	Fred Bodie
Email Address	bfbodie19@gmail.com

From: Map for Mobile <admin@mapformobile.org>
Sent: Wednesday, March 2, 2022 9:15:02 PM (UTC-06:00) Central Time (US & Canada)
To: Planning <planning@cityofmobile.org>
Subject: UDCX Comment-Registration Form submitted on Map for Mobile

Do you intend to speak at the hearing? (note: pre-registration is not required to speak)	No, I just want to share my comment
Provide a brief subject or title for your comment (or reference the relevant code article/section)	Make Victor Dover village of Springhill plan optional
Summarize your comment less than 1,000 characters	Please make the Victor Dover Village of Springhill plan OPTIONAL for Springhill. Making this plan mandatory for Springhill is discriminatory and will decrease the rights of residential and business owners who want to redevelop their property according to the new map of Mobile plan we have all worked so hard to develop. By making this plan optional, it allows freedom of owners who are pushing for this Victor Dover plan to follow his plan as they redevelop while allowing residential and commercial owners to have the freedom of the map of Mobile plan. In meetings with Victor Dover 11 years ago, upon realizing that there was significant citizen objection to his plan, he told us all that because of the wonderful cultural diversity of Springhill, freedom of choice would not be bad. Please let this be optional. Give residential and commercial owners to have freedom of both plans. Please protect the rights of the residential and commercial property owners to have the freedom to have the option of the map of Mobile plan.
Your Name	Judy H Bodie
Email Address	judybodie@gmail.com

To: City of Mobile Planning Commission
From: Linda K Gates 4154 Ursuline Dr & 4464 Old Shell Road 36608
Re: Spring Hill Overlay Article 13 of the UDC

Thank you for taking the time to read my comments. Please take time to really consider this issue, don't just kick it down the road to the city council.

Here we go again: Addressing what has become the Spring Hill Overlay as part of the UDC. I have been addressing this issue with the planning commission and city council since 2006 or 2007.

Each time the issue is the same – should the regulations developed by Victor Dover at the request of the Village of Spring Hill volunteer group be mandatory in the Spring Hill area of Mobile.

Each time this has come up it ends up being left as optional NOT MANDATORY. Victor Dover recommended in 2008 it be optional. **Prior documents that addressed this issue were adopted with the standards as optional (Smart Growth for Mobile, Blueprint for Spring Hill, Map for Mobile).**

The city of Mobile adopted a resolution stating that standards promoted by the Village of Spring Hill should be optional. Now, the Village of Spring Hill wants the city to ignore the decisions of past city leaders and make these regulations mandatory.

The city has spend much time & money on the UDC, but the Village of Spring Hill group does not the think the regulations that apply to the rest of the city are adequate for the Spring Hill area. Anyone who wants to use the Village's standards can do so according to existing regulations, that has been accomplished.

The Mobile regulatory bodies to date have voted that strict form based code must not be mandatory, it should be optional leading to a hybrid code for fully developed areas like Spring Hill.

Redevelopment of some properties in Spring Hill cannot happen under this strict code. Variances will be required if redevelopment can happen. As happened with the redevelopment plan for Spring Hill Village shopping center. Think about this before you vote to make the Spring Hill Overlay mandatory. Have you read the code?

New players came to the table the last time this overlay was considered, they had been left out of previous discussions. The opposition to the mandatory Spring Hill Overlay from this group can be found on the Sand Town web page: sandtowngroup.org

From: Day Gates <daygates@bellsouth.net>
Sent: Thursday, March 3, 2022 1:00 PM
To: Planning <planning@cityofmobile.org>
Subject: UDC Spring Hill Overlay

In 2008 property owners in what is now called the Spring Hill Overlay came to an agreement with the people who started the Village of Spring Hill organization. That agreement was to allow property to be developed according to the City of Mobile code (what ever that might be) or develop 100% Victor Dover (standards in the overlay) with no variances. This agreement was adopted by the City of Mobile as a resolution and ordinance. It is only right that this agreement be honored by the City of Mobile.

A property owner should have the right to design his own building on his own property. Good architecture should not be directed by a person or that person's desired design who is not the property owner. The current regulations in Spring Hill allow the developer to decide whether to follow the current city code or the code desired by the Village of Spring Hill volunteer organization. That means the strict code promoted by the Village is not mandatory, it is optional. It should stay optional in order for property to be redeveloped in Spring Hill which cannot be redeveloped under the Village's desired mandatory code. Look into this & see if any redevelopment has occurred under the strict codes that are in the overlay, variances have been required. Only new development can happen (with out variances) under the code in the overlay.

W Day Gates II 4464 Old Shell Road 36608

March 03, 2022

From: Map for Mobile <admin@mapformobile.org>
Sent: Friday, March 4, 2022 9:49:17 AM (UTC-06:00) Central Time (US & Canada)
To: Planning <planning@cityofmobile.org>
Subject: UDCX Comment-Registration Form submitted on Map for Mobile

Do you intend to speak at the hearing? (note: pre-registration is not required to speak)	No, I just want to share my comment
Provide a brief subject or title for your comment (or reference the relevant code article/section)	Village of Spring Hill Overlay TDC zoning
Summarize your comment less than 1,000 characters	Dear Members of the Planning Commission, I am the owner of a commercial property located at 4456 Old Shell Rd. Over eight years ago an attempt was made to make this zoning mandatory and it was defeated. It was instead, made a guideline, which was and remains appropriate. The "Village of Spring Hill"overlay is only suited for a "built from scratch development"like Rosemary Beach, rather than an existing one like Spring Hill. If it is made mandatory, it will destroy the current community, and impose great hardships on the small businesses. The sidewalk requirements are excessive and impractical. The parking lot requirements effectively eliminate private parking making them all public parking. Is this even legal, or dose it constitute a "taking"? The argument is made that what is wanted is a Walkable Community. People do walk a great deal on Spring Hill as well as ride bikes, but this is done for pleasure. When the time comes to go shopping people drive, and for that you need parking and road visible signs. Signs can be done in good taste, and enhance the visual rather than detract. The beautiful improvements of recent years did not require the overlay to come about.
Your Name	Albert B. Hunter
Email Address	albertbeland@gmail.com

Topic	Comments	Name
Parking	Dozens of cities across the nation have eliminated parking spaces as a minimum requirement. Places from Fayetteville, Arkansas to South Bend, Indiana to Raleigh, North Carolina have eliminated parking requirements. Logically, itâ€™s in the interest of the developer and commercial retailers to have parking spaces. The elimination of the minimum requirement would not result in a Walmart with 0 parking spaces. It would allow for more on street parking and a denser development throughout the city, which gives the city more tax money per acre of land. There are more parking spaces than human beings in Mobile by a large margin, and it should be up to the developer regarding how many parking spaces are needed for a specific project. Excess parking is ugly to look at, a waste of space, and a detriment to the environment. If Mobile seeks to be a city of progress then it needs to end the requirement of parking spaces like the rest of the nation is doing.	Nathaniel Bryars
Thank for new road resurfacing of Summerville st, So when can we expect sidewalks on Summerville st	Stanton St-Stephen rd main North &South Street in Toulminville with sidewalk not Summerville st, much needed and the continuation of Donald st. sidewalk	Terry Baaqee
Community Residence	In Article 8 there are three definitions for "Community Residence", "Community Residence, Family", and "Community Residence, Transitional". However, in Article 2 under Group Living only "Community Residence, Family", and "Community Residence, Transitional" are listed. Since the definition of "Community Residence" currently says they are allowed under "all zoning" I believe this means it should be listed as "R" in the Article 2 chart for all zones. However, I would like to question the definition of "Community Residence" as up to ten unrelated individuals for all zoning. I understand Federal guidelines require that groups of persons with disabilities not be treated less favorably than groups of non-disabled persons. Specifically for zone R-1 it seems we are treating non-disabled persons less favorably than disabled. The definition of Family includes no more than four unrelated. Would setting this limit at five or six for "Community Residence" not be reasonable? And if this is a "right" for all zones, where do I find the city's guidelines for these homes with regard to safety and other issues?	sandra stanley
Article 4, Sec. 64-4-4 Adaptive Reuse	Under D. (Incentives) 3. Waiver of Compliance with Parking and Loading. Is this saying, for example, that a Detached Single-Family Dwelling over 50 years old that is rehabilitated under this section does not have to have 2 parking spaces as stated on page 121 of Article 3?	sandra stanley

Topic	Comments	Name
Article 3 Residential Group Living	Do "Community Housing", "Community Residential Facilty" and "Residential Care Facilities" fall under "Community Residence" as defined under Article 8? Perhaps a definition for each should be included in Article 8. Or perhaps I missed something. Thank you.	sandra stanley
Make village of Springhill Victor Dover plan optional for all of Mobile including Springhill.	Please make the Victor Dover Village of Springhill plan OPTIONAL for Springhill. Making this plan mandatory for Springhill is discriminatory and will decrease the rights of residential and business owners who want to redevelop their property according to the new map of Mobile plan we have all worked so hard to develop. By making this plan optional, it allows freedom of owners who are pushing for this Victor Dover plan to follow his plan as they redevelop while allowing residential and commercial owners to have the freedom of the map of Mobile plan. In meetings with Victor Dover 11 years ago, upon realizing that there was significant citizen objection to his plan, he told us all that because of the wonderful cultural diversity of Springhill, freedom of choice would not be bad. Please let this be optional. Give residential and commercial owners to have freedom of both plans.	Fred Bodie
Make Victor Dover village of Springhill plan optional	Please make the Victor Dover Village of Springhill plan OPTIONAL for Springhill. Making this plan mandatory for Springhill is discriminatory and will decrease the rights of residential and business owners who want to redevelop their property according to the new map of Mobile plan we have all worked so hard to develop. By making this plan optional, it allows freedom of owners who are pushing for this Victor Dover plan to follow his plan as they redevelop while allowing residential and commercial owners to have the freedom of the map of Mobile plan. In meetings with Victor Dover 11 years ago, upon realizing that there was significant citizen objection to his plan, he told us all that because of the wonderful cultural diversity of Springhill, freedom of choice would not be bad. Please let this be optional. Give residential and commercial owners to have freedom of both plans. Please protect the rights of the residential and commercial property owners to have the freedom to have the option of the map of Mobile plan.	Judy H Bodie

Topic	Comments	Name
Village of Spring Hill Overlay TDC zoning	Dear Members of the Planning Commission, I am the owner of a commercial property located at 4456 Old Shell Rd. Over eight years ago an attempt was made to make this zoning mandatory and it was defeated. It was instead, made a guideline, which was and remains appropriate. The "Village of Spring Hill"overlay is only suited for a "built from scratch development"like Rosemary Beach, rather than an existing one like Spring Hill. If it is made mandatory, it will destroy the current community, and impose great hardships on the small businesses. The sidewalk requirements are excessive and impractical. The parking lot requirements effectively eliminate private parking making them all public parking. Is this even legal, or dose it constitute a "taking"? The argument is made that what is wanted is a Walkable Community. People do walk a great deal on Spring Hill as well as ride bikes, but this is done for pleasure. When the time comes to go shopping people drive, and for that you need parking and road visible signs. Signs can be done in good taste, and enhance the visual rather than detract. The beautiful improvements of recent years did not require the overlay to come about.	Albert B. Hunter

City Council modifications - September 2021

Article 2 Zoning Districts

- Subdistrict Descriptions
- Future Land Use Map Applicability (FLUM)
- Zoning Map -
- Zoning District descriptions and Overlay Applicability
- Use Table Edits:
    - Carnival/Circus – Conditional Use Permit in R-A and R-1
    - Religious Facility - Conditional Use Permit in R-A, R-1, R-2, R-3, R-B and H-B
    - School (private) - Conditional Use Permit in R-1, R-2, R-3 and B-1.
    - Bar/Lounge – Conditional Use Permit in R-B, H-B and T-B.
    - Emergency Response Facility (private) - Conditional Use Permit in R-A, R-1, R-2, R-3, R-B, H-B, B-1, T-B, LB-2 and B-2.
    - Social Assistance, Welfare and Charitable Services - Conditional Use Permit in R-B, H-B, B-1 and T-B.
    - Dormitory/Fraternity/Sorority – Conditional Use Permit in R-3, B-1, T-B and LB-2.
    - Bed and Breakfast - Conditional Use Permit in R-3, R-B, H-B and B-1.
    - Hotel/Motel/Hostel - Conditional Use Permit in R-B and H-B.
    - Manufactured (Mobile) Home – Conditional Use Permit in R-1, R-1, R-2 and R-3.
    - Manufactured Housing Land Lease Community – Conditional Use Permit in R-3.
    - Heliport/Miscellaneous Air Transportation – Conditional Use Permit in B-1 and B-2.
    - Construction Laydown Yard - Conditional Use Permit in R-1, R-1, R-2, R-3, R-B, H-B and T-B.

Article 3 Development Standards

- Increased Protection Buffers (64-3-8)
- Referenced to defined geography of the University District, regarding parking (64-3-12)

Article 5 Procedures

- Alteration of Planned Development standards to comply with minimum acreage standards as set out in Article 2.
- Alteration of standards of review for Special Exception and Conditional Use Permits to coincide with the Use Table changes in Article 2; for example, moving the approval criteria standards for a Bar/Lounge from Special Exception to Conditional Use Permit.

Article 8 Definitions

- Art Gallery – clarification included
- Broadcast Transmission Facility – clarification included
- Broadcast Studio – clarification included
- Contractor with Storage Yard – clarification included

Article 9 Legal Provisions

- Effective date amended to be 6 months from the date of adoption.

Article 11 Africatown

- Increased buffer protections for Africatown

Proposed additional changes for consideration by the Planning Commission

Article 2

- Clarification limiting each lot to one (1) dwelling in R-A, R-1 Urban and R-1, Suburban.
- Altered minimum lot area in R-1 Urban from 4,000 square feet to 6,000 square feet.
- Use Table Edits:
    - Armory (private) – Conditional Use Permit in all zoning districts.
    - Community Residence, Family – Conditional Use Permit in R-A, R-1, R-2, R-3, R-B, H-B, B-1, T-B, LB-2, B-2, B-3, B-4 and MM.
    - Community Residence, Transitional – Conditional Use Permit in R-3, R-B, H-B, B-1, T-B, LB-2, B-2, B-3, B-4 and MM.
    - Boat Launch – Conditional Use Permit in R-A, R-1, R-2, R-3, R-B, H-B and B-1.
    - Kayak/Canoe Launch - Conditional Use Permit in R-A, R-1, R-2, R-3, R-B, H-B and B-1.
    - Marina - Conditional Use Permit in R-A, R-1, R-2, R-3, R-B, H-B and B-1.
    - Deleted Accessory Dwelling Unit

Article 4

- Deleted standards for Accessory Dwelling Units, as the use was deleted in Article 2.
- Altered Regulations regarding Community Residences to coincide with changes in Article 2 (review as a Conditional Use, not Special Exception).

Article 5

- Altered standards of review for Special Exception and Conditional Use Permits to coincide with the Use Table changes in Article 2; for example, moving the approval criteria standards for a Community Residence from Special Exception to Conditional Use Permit.

Article 9

- Included language in the Effective date to include adoption of the Subdivision Regulations.

Recommended Amendments for consideration by the Planning Commission

Article 9

- 64-9-3.A. The Zoning Ordinance of the City of Mobile adopted by Ordinance No. 80-057 on May 16, 1967, and all text amendments thereto, are hereby repealed effective on the date that this Chapter takes effect as provided in section 64-9-4.

Entire Document

Change all references to Board of Zoning Adjustment to Board of Adjustment. This is for consistency within the document itself, as well as state code references.

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Project Terminal Agreement by and among the City of Mobile and Mobile Airport Authority

Amount of Contract:
$30,000,000

Effective Date of Contract:
7/12/2022

Funding Source

Project # Project Terminal Agreement
Discretionary Funds n/a
Project String C0677
Contract Number:
Budget Amendment **REDUCE** n/a **INCREASE** n/a
Grant Funds n/a
Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Project Terminal Agreement	Resolution Letter	6/30/2022
Project Terminal Agreement	Backup Material	6/30/2022
Capital Contract Summary Sheet	Backup Material	6/30/2022
Revised Capital Summary Sheet	Cover Memo	6/30/2022

REVIEWERS:

Department Reviewer	Action	Date

Legal	Barfield, Becky	Approved	6/30/2022 - 11:13 AM
Legal	Kern, Chris	Approved	6/30/2022 - 12:10 PM
Capital	Rhodes, Brenda	Approved	6/30/2022 - 1:19 PM
Mayors Office	Montgomery, Brandi	Approved	6/30/2022 - 2:29 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor 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, the Project Terminal Agreement by and among the City of Mobile and Mobile Airport Authority, as outlined in the Project Terminal Agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said Project Agreement is on file in the office of the City Clerk.

ADOPTED:

_____

CITY CLERK

\\Citylawsrv\cycom\WPDocs\D029\P004\00108624.docx

PROJECT AGREEMENT

BY AND BETWEEN

CITY OF MOBILE, ALABAMA

AND

MOBILE AIRPORT AUTHORITY

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (this "Agreement") is made and entered into by and between the CITY OF MOBILE, ALABAMA, an Alabama municipal corporation (the "City"), and the MOBILE AIRPORT AUTHORITY, a public corporation organized pursuant to Ala. Code § 4-3-1, *et seq*. ("MAA"), effective as of July _____, 2022 (the "Effective Date"). The City and MAA are each a "Party" to this Agreement and are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, a feasibility study conducted in 2018 determined that it was both feasible and critical for MAA to move commercial air passenger service from the Mobile Regional Airport ("MOB") to the Mobile Downtown Airport ("BFM"), located at the aerospace complex owned and operated by MAA in the City, known as the Brookley Aeroplex, in order to recapture passenger traffic in Mobile; and

WHEREAS, MAA, in conjunction with the Federal Aviation Administration and consulting experts, has developed a Master Plan which will support the aerospace and related industries at the Brookley Aeroplex, while also designing options, alternatives and a process for a complete relocation of commercial air passenger service from MOB to BFM (the "Relocation Plan"); and

WHEREAS, MAA is in the process of finalizing options for funding/financing the Relocation Plan; and

WHEREAS, MAA has obtained funding commitments for the Relocation Plan pursuant to a $62,000,000 federal grant, a $100,000,000 federal appropriation, and a combination of cash and in-kind services in an aggregate amount not to exceed $15,000,000 from the Mobile County Commission; and

WHEREAS, in order to make BFM an operational and functioning airport for commercial travel, additional facilities are needed; and

WHEREAS, MAA intends to construct a terminal and related facilities at BFM (the "Project" as defined in Section 2.2,) in accordance with plans and specifications to be prepared by MAA and reviewed by the City (the "Plans" as attached hereto as Exhibit "A"); and

WHEREAS, the City enthusiastically supports and encourages the Relocation Plan and the Project; and

WHEREAS, the Parties acknowledge that the City anticipates significant economic benefits to accrue to the local economies as a result of expanded commercial aviation services at BFM; and

WHEREAS, in consideration of the economic impact and other benefits to be received by the City and the general public, the City has committed to make certain funding available to MAA to assist with the Project; and

WHEREAS, the Parties desire to set forth their respective commitments in a valid, binding and enforceable agreement, as more fully described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE 1 – UNDERTAKINGS BY THE CITY

1.1 Payments by the City. The City will pay to MAA a maximum of thirty million dollars ($30,000,000.00) (the "City Cap") to be applied towards the cost of implementing the Project. It is acknowledged that the total cost of the Project will greatly exceed the amount contributed by the City (the "City Contribution"), and the City shall have no obligation to provide additional funding for the Project.

1.2 Payment Procedure. The City shall make an initial payment of Fifteen Million Dollars ($15,000,000) (the "Initial Payment") to MAA within thirty (30) days of the Effective Date and as further set forth herein. Three (3) additional payments (the "Installment Payments") will be made to MAA within sixty (60) days of receipt by the City of a disbursement requisition in the form attached hereto as Exhibit B and signed by the MAA designated design and/or construction professional (the "Authorized Representative"), certifying that construction of the terminal has met or surpassed a percentage of completion as follows:

- Twenty-five Percent (25%) - $5,000,000
- Fifty Percent (50%) - $5,000,000
- Seventy-five Percent (75%) - $5,000,000

ARTICLE 2 – UNDERTAKINGS BY MAA

2.1 Relocation Plan. MAA agrees to use its best efforts to pursue and obtain financing and other funding in amounts sufficient to fully implement the Relocation Plan.

2.2 Project. MAA shall utilize the City Contribution to support the construction and completion of the following improvements at BFM as depicted on Exhibit A: the new terminal, the required airfield improvements, the required landside improvements and the new parking deck.

2.3 Permitting. MAA shall secure any and all necessary federal and state permits required to implement the Relocation Plan and the Project, including but not limited to permits

required by the U.S. Army Corps of Engineers, the Alabama Department of Environmental Management and the Federal Aviation Administration.

2.4 Project Construction. MAA agrees to enter into a contract (the "Construction Contract") with a qualified design build team to cause to be completed all improvements necessary to meet the design and specifications set forth in the Plans. MAA shall not amend, modify or revise the Plans without the prior review and written approval by the City.

2.5 Payment Procedure. If requested, MAA will provide the City with copies of all invoices evidencing the expenditure of the City Contribution. With respect to the costs, fees or expenses associated with and in support of the Project that exceed the City Cap, MAA shall be responsible for all such expenditures. The Parties hereto understand and agree that the costs, fees and expenses of the Project shall include all necessary out-of-pocket engineering, design, and management fees incurred by MAA relative to the Project.

2.6 Contractor and Vendor Selection. Subject to Section 5.14 and to the extent permitted by law and other applicable governing rules and regulations, MAA shall give good-faith consideration to City-based contractors and vendors and City residents to provide products and services in performing and completing the Project. Contractors and vendors selected by MAA shall be in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law. Notwithstanding the foregoing, the Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of MAA. If requested, MAA will provide a written annual or final report to evidence its compliance with Section 2.6.

2.7 Minority-Owned and Disadvantaged Businesses. MAA acknowledges and agrees that the City, as a matter of public policy, encourages minority-owned and disadvantaged business entity participation to the maximum extent possible. It is the intent of MAA to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in performing and completing the Project. The Parties acknowledge that selection of vendors providing products and services for the Project shall be at the sole discretion of MAA. If requested, MAA will provide a written annual or final report to evidence its compliance with Section 2.7.

ARTICLE 3 - REPRESENTATIONS

3.1 Representations and Covenants of the City. The City represents and covenants as follows:

a. The City has the full power and authority to enter into this Agreement and to carry out its respective obligations hereunder.

b. There is no action or proceeding pending or, insofar as the City knows, threatened against the City which could impact upon the City's right, power, and authority to enter into this Agreement or to otherwise carry out its obligations hereunder.

c. Each service provided by or for the City under this Agreement will be performed in compliance with applicable laws, rules, and regulations.

3.2 Representations and Covenants of MAA. MAA represents and covenants as follows:

a. MAA has the full power and authority to enter into this Agreement and to carry out its respective obligations hereunder.

b. MAA has obtained or will obtain, sufficient funding and financing for the Relocation Plan and Project. There is no action or proceeding pending or, insofar as MAA knows, threatened against MAA which could impact upon MAA's right, power, and authority to enter into this Agreement or to otherwise carry out its obligations hereunder.

c. Each service provided by or for MAA under this Agreement will be performed in compliance with applicable laws, rules, and regulations.

ARTICLE 4 – TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until terminated by mutual agreement of the Parties or until the last of the obligations hereunder has expired or been fully performed.

ARTICLE 5 – MISCELLANEOUS

5.1 Construction Contract. The Construction Contract shall not be altered, amended, or changed without the prior review of the City and MAA. Both the City and MAA acknowledge and agree that MAA shall be responsible for the implementation of the Construction Contract and that the Project shall be implemented in accordance with the Plans and the permits issued to MAA for the Project. The City shall have no liability or obligation to MAA arising out of any poor, deficient, or inadequate work performed pursuant to the Construction Contract, except to the extent liability or obligation is directly caused by the City, its agents or its employees. To the extent permitted by law, MAA shall indemnify and hold harmless the City and its officers, directors, and employees from and against any and all claims, costs, losses and damages, including but not limited to property damage, bodily injury or death, and including reasonable attorneys' fees and expenses, arising out of, resulting from, or related to the Construction Contract or the collection of any moneys for expenses incurred by MAA with respect to the Project which exceed the City Cap, except to the extent that the claim, cost, loss or damage is attributable to the gross negligence or willful misconduct of the City or any of its officers, directors and employees.

5.2 Relationship of the Parties. In making and performing this Agreement, the Parties are acting and shall act as independent contractors. Neither the City nor MAA is, nor will either be deemed to be, an agent, legal representative, joint venturer, or partner of the other for any purpose. Except as expressly permitted hereunder, neither the City nor MAA will be entitled to (a) enter into any contracts in the name of or on behalf of the other, (b) pledge the credit of the other in any way or hold itself or themselves out as having authority to do so, or (c) make commitments or incur any charges or expenses for or in the name of the other. Neither the City's nor MAA's personnel are, nor shall they be deemed to be at any time during the term of this Agreement, employees of the other. Except as specifically set forth above with respect to the costs, fees or expenses of the Project, each Party shall each be responsible for its own costs incurred,

whether internally or for its outside legal counsel, consultants and advisors, in conjunction with the Construction Contract and this Agreement.

5.3 Force Majeure. No Party shall be liable for any default or delay in performance of its obligations hereunder, to the extent such default or delay is attributable to events beyond the reasonable control of such Party, including without limitation acts of God, acts of public enemies, epidemics, pandemics, floods, fires, strikes or other serious labor disputed, civil disturbances, and earthquake conditions; provided, however, that the Party subject to any such event shall use its commercially reasonable efforts to overcome the event as soon as is reasonably practicable and to continue its performance as required hereunder. Performance times shall be considered extended for a period of time equivalent to the time lost due to such an event. This also include any unwarranted refusal or failure of any governmental authority to grant any license, permit or other contractual or regulatory approval legally required for construction, the initial startup of the Project, or the fulfillment, directly or indirectly, by MAA of any of its obligations hereunder, except to the extent such refusal or failure is attributable to the negligence or intentional wrongful act or omission of MAA.

5.4 Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Party, which consent shall not be unreasonably conditioned or withheld, and any attempt to make such assignment shall be null and void.

5.5 Binding Effect. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and inure to the benefit of the Parties and each of their respective successors and permitted assigns.

5.6 Further Assurances. The Parties shall and shall cause their respective affiliates to take all appropriate action and execute or cause to be executed all documents of any kind which may be reasonably necessary or advisable to carry out any of the provisions hereof.

5.7 Survival of Representations and Warranties. The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

5.8 Amendment. No amendment, modification, or supplement of any provision of this Agreement or any Exhibit thereto will be valid or effective unless made in writing and signed by the duly authorized representatives of the Parties.

5.9 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever or by reason of this Agreement.

5.10 Notices. Any notice, request, demand, waiver, consent, approval, or other communication that is required or permitted under this Agreement shall be in writing. All such notices shall be delivered personally, by reputable courier (costs prepaid), by telecopy, or by email with receipt confirmation and shall be deemed given or made when delivered personally, the business day sent it sent by telecopier or email, or one business day after delivery to the overnight courier for next business day delivery. All such notices are to be given or made to the Parties at

the following addresses or to such other address as any Party may designate by a notice given in accordance with the provisions of this Section:

If to the City of Mobile:	City of Mobile Lisa C. Lambert, City Clerk Ninth Floor, South Tower 205 Government Street Mobile, Alabama 36644 (251) 208-7411
With a Copy to:	Hon. William S. Stimpson Mayor of the City of Mobile Post Office Box 1827 Mobile, Alabama 36633 Telephone: (251) 208-7800 Facsimile: (251) 208-7548
	C. Britton Bonner, Esq. Adams and Reese LLP 11 North Water Street, Suite 23200 Mobile, Alabama 36602 (251) 433-3234
If to Mobile Airport Authority:	Chris Curry, C.M., President Mobile Airport Authority 1891 Ninth Street Mobile, Alabama 36615 (251) 438-7112
With a Copy to:	Alvin Hope, Esq. Maynard Cooper & Gale, PC 11 North Water Street, Suite 24290 Mobile, Alabama 36602 (251) 432-0001

5.11 Applicable Law. This Agreement is being executed and delivered in the State of Alabama and shall be construed and enforced in accordance with the laws thereof.

5.12 Severability. Any of the provisions of this Agreement determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or enforceability of any of the provisions of this Agreement.

5.13 Assistance with Permits. To the extent permitted by applicable law and provided that MAA and/or its representatives shall have submitted, or caused to be submitted, all applications and other required information and documents in a complete and prompt manner, and without the following being deemed to limit or otherwise shorten any time periods prescribed by

law, the City, as applicable, shall, with respect to the Project and Relocation Plan: (i) cooperate with MAA with respect to its timely filing of all applications for, obtaining and monitoring compliance matters relating to, and timely renewal of, all applicable permits, licenses, authorizations and approvals (collectively, "Permits") with the City and all applicable agencies thereof; such assistance to include, when applicable, facilitating the timely issuance of all Permits required in connection with site plan approvals and construction permits, and (ii) use its reasonable best efforts to (A) cause all Permit decisions necessary for the establishment and equipping of the Project to be made within fifteen (15) days, or thirty (30) days if a public hearing is requested, of filing the applicable and materially complete application in accordance with the applicable statutes and regulations, and (B) avoid an Approval Event.

5.14 Subordination to MAA Agreements with the United States. To the extent permitted or required by law, this Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between MAA and any governmental entity relative to the operation or maintenance of the Airports, the execution of which has been required as a condition precedence to the transfer of federal rights or property to the MAA for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airports, including the expenditure of federal funds for the development of the Airports in accordance with the provisions of the Federal Aviation Act, as amended.

5.15 Negotiated Agreement. The Parties each hereby acknowledge that the terms and language of this Agreement were the result of negotiations among the Parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against any particular Party. Any controversy over construction of this Agreement shall be decided without regard to events of authorship or negotiation.

5.16 Counterparts; Electronic Signature. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one and the same instrument. Transmission of images of signed signature pages by facsimile, email or other electronic means shall have the same effect as the delivery of manually signed documents.

[Remainder of Page Intentionally Left Blank]

[City of Mobile's Signature Page for Project Agreement]

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first written above.

CITY OF MOBILE, ALABAMA

_____
William S. Stimpson, Mayor

Date: _____

ATTEST:

_____
Lisa C. Lambert, City Clerk

[Remainder of Page Intentionally Left Blank]

[Mobile Airport Authority's Signature Page for Project Agreement]

MOBILE AIRPORT AUTHORITY

_____
Chris Curry, President

STATE OF ALABAMA }
}
COUNTY OF MOBILE }

I, the undersigned, a Notary Public in and for said State and County, hereby certify that CHRIS CURRY, as President of the MOBILE AIRPORT AUTHORITY, and whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily and with full authority for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2022.

_____
Notary Public
My Commission Expires: _____

EXHIBIT A

SITE PLAN AND GENERAL PROJECT SPECIFICATIONS

EXHIBIT B

FORM OF DISBURSEMENT REQUISITION

DATE: _____

TO: CITY OF MOBILE, ALABAMA
ATTN: MAYOR AND CITY CLERK
POST OFFICE BOX 1827
MOBILE, ALABAMA 36633

FROM: MOBILE AIRPORT AUTHORITY

RE: REQUISITION OF INSTALLMENT PAYMENT; CONSTRUCTION OF TERMINAL AND RELATED FACILITIES AT BFM (THE "PROJECT")

AGGREGATE INSTALLMENT PAYMENTS PREVIOUSLY RECEIVED: $_____

PERCENTAGE OF PROJECT COMPLETED _____%

AMOUNT REQUESTED: $_____

Pursuant to the Project Agreement between the City of Mobile, Alabama and Mobile Airport Authority (the "MAA"), MAA hereby requests payment in the amount specified above. MAA certifies that all conditions for payment under the terms of the Project Agreement have been satisfied.

MOBILE AIRPORT AUTHORITY

By: _____
Name: _____
Title: _____

I, _____, the Authorized Representative as designated by MAA for the above-referenced Project, hereby certify that construction of the Project has met or surpassed _____% of completion.

By: _____
Name: _____
Title: _____

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Project Agreement – Mobile Airport Authority

PROJECT #__C0677_____ DATE OF RECEIPT_____

PROJECT DESCRIPTION __Economic Development for Mobile Downtown Airport Aviation Project pursuant to Project Terminal Agreement to make BFM an operational and functioning airport for commercial travel_____

CONTRACT AMOUNT ___$30,000,000_____

VENDOR NAME __MOBILE AIRPORT AUTHORITY_____

VENDOR NUMBER_____

DEPT #___2500_____ DEPT NAME_____Finance_____

CONTRACT ADMINISTRATOR _____Robert Holt_____

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _____ or

If different, indicate special rate_____

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

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

Prepared by: _____ Date _____

Revised 2/25/2016 Marilyn McMillan

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, the Project Terminal Agreement by and among the City of Mobile and Mobile Airport Authority in the amount of $30,000,000, to move commercial air passenger service from Mobile Regional Airport (MOB) to Mobile Downtown Airport (BFM), as outlined in the Project Terminal Agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said Project Agreement is on file in the office of the City Clerk.

ADOPTED:

_____

CITY CLERK

\\Citylawsrv\cycom\WPDocs\D029\P004\00108624.docx

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Project Agreement – Mobile Airport Authority

PROJECT # C0677 **DATE OF RECEIPT**_____

PROJECT DESCRIPTION Economic Development for Mobile Downtown Airport Aviation Project pursuant to Project Terminal Agreement to make BFM an operational and functioning airport for commercial travel

CONTRACT AMOUNT $30,000,000

VENDOR NAME MOBILE AIRPORT AUTHORITY

VENDOR NUMBER 134253

DEPT # 2500 **DEPT NAME** Finance

CONTRACT ADMINISTRATOR Robert Holt

Please Select by circling one (Type):

Architectural Engineering Testing (Professional Services)

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _____ or

If different, indicate special rate_____

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

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

Prepared by: Becky Barfield **Date** 6/30/22

Revised 2/25/2016 Marilyn McMillan

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gulf Coast Marine Supply Inc for one Airspade air vacuum arborist excavator with accessories.

Amount of Contract:

$18,600.93

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

ATTACHMENTS:

Description	Type	Upload Date
20220629 Gulf Agenda Package POs	Cover Memo	6/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/30/2022 - 2:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4630	2022	(2018) FORESTRY	AIRSPADE AIR VACUUM ARBORIST EXCAVATOR WITH ACCESSORIES (SEALED BID 5693)	$18,600.93	(077600) GULF COAST MARINE SUPPLY CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004630-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GULF COAST MARINE SUPPLY CO INC	URBAN FORESTRY
P O BOX 2088	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
MOBILE, AL 36652	PETER.TOLER@CITYOFMOBILE.ORG
Tel#251-452-8066	
Fax 251-456-8860	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/22	077600				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
001	VENDOR TO PROVODE 1 EACH AIRSPADE AIR VACUUM EXCAVATOR ARBORIST KIT #AVV16540KIA WITH 2 EACH AIRSPADE 2000 150 CFM SUPERSONIC #HHT123 NOZZLES AND 1 EACH AIRSPADE 2000 25 CFM NOZZLE WITH 4 FOOT BARRELL AIRSPADE #HJ140. AS PER MY BID #5693 AND YOUR QUOTE AIRVAC VACUUM EXCAVATOR VENDOR - AIRSPADE PART# AVU16540 INLET 3/4 MIN. COMPRESSOR REQURIRED(HP) 36 NOISE LEVE (DB) 99 FLOW (CFM) 750 VACUUM LIFT (IN H2O) 262 DIMENSIONS 79X38X61.5	1.00 EACH	18600.93000	18600.93
1	1000.40.20.2070.2018.2070.0000.0000.44020.			18600.93

Ship To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Deliver To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Requisition Link

Bill To	Requisition 00004630-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2018.2070.0000.0000.44020. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
GULF COAST MARINE SUPPLY CO INC P O BOX 2088 MOBILE, AL 36652 Tel#251-452-8066 Fax 251-456-8860	URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605 PETER.TOLER@CITYOFMOBILE.ORG Deliver To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/22	077600				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			18600.93

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.44020.	18600.93	156569.13
FORESTRY EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	01/18/22	JOHN PEAVY	Auto approved by: 910518527
Approved	01/18/22	JAMES DELAPP	
Unknown	06/29/22	JOHN PAINE	
Approved	06/29/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	06/29/22	DONALD ROSE	Auto approved by: 9105paij
Approved	06/29/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/29/22	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

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: 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:
6/06/2022	5693	MOTORPOOL	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Friday, June 24, 2022

QUANTITY	ARTICLES	UNIT	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.					
1 EACH	**AIR VAC VACUUM EXCAVATOR** Air Vacuum Excavator Arborist Kit #AVV16540KIA or equal with the following nozzles. Two (2) each Airspade 2000, 150 CFM Supersonic Nozzle #HHT123 and One (1) each Airspade 2000 25 CFM Nozzle with 4ft Barrell #HJ140. Airvac or Airspade Brand Kit #AVV16540KIA or equal. Vacuum Excavator Make _____ Model _____ 150 CFM Nozzle Make _____ Model _____ 25 CFM Nozzle Make _____ Model _____ Upon Award, the City of Mobile will purchase One (1) Vacuum Excavator, Two (2) 150 CFM Nozzle and One (1) 25 CFM Nozzle. Vendor to provide literature and specifications on products Bid.					
			TOTAL			

Page 1 of 2

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

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

Business License Required (See Instruction #14).

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

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

THE ABOVE TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

General Specifications

- Heavy-duty, all aluminim construction with 82 gallon tank
- 24"x16" dump door
- Removable, venturi vacuum engine assembly
- :15" diameter pneumatic tires
- :4" ID x 15 ft heavy-duty, lightweight vacuum hose
- 4" ID x 4 ft clear plastic vacuum wand
- :Ergonomic, pistol -grip style handle with soft rubber grip
- :Comfortable, dead-man trigger
- : Lightweight, fiberglass barrel with adjustable dirt shield
- Extra-hardened, 150 CFM stainless steel supersonic nozzle
- Minimim Compressor required 36 HP
- CFM Flow Rate 750 CFM
- Inlet ¾"
- Noise Level 99dB
- Vacuum Lift in H2O 262 lbs
- Approximate weight 262 lbs

Items To Be Included

- (1) AirVac Engine and Tank Assembly
- (1) 4" x 15' Lightweight Vacuum Hose
- (1) 4' Vacuum Wand
- (1) Operations Manual
- (1) HT130 – AirSpade 2000 150 CFM
- (2) HT123 – 150 CFM Supersonic Nozzle
- (1) HT140 – 25 CFM Nozzle with 4ft Barrell

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:7/12/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2022 Ford Explorer for Neighborhood Development.

HUD CDBG fund

Amount of Contract:

$30,366.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220629 Stivers Agenda Package POs	Cover Memo	6/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/30/2022 - 2:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
9664	2022	(3500) NEIGHBORHOOD DEVELOPMENT	2022 FORD EXPLORER SUV FOR NEIGHBORHOOD DEVELOPMENT (AL STATE CONTRACT)	$30,630.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00009664-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5803.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	CHD COMMUNITY HOUSING & DEVELO
4000 EASTERN BLVD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MONTGOMERY, AL 36116	CHARLENE.JOHNSON@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	CHARLENE JOHNSON
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/22	292393				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
001	2022 FORD EXPLORER AS PER STATE OF ALABAMA CONTRACT T-191 MA1600000221 LINE 3	1.00 EACH	30366.00000	30366.00
	Additional Description Notes			
	2022 or 2023 Ford Explorer or Similar per the attached specifications.			
	1 5803.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3510 .OPERSUPPLS. .			30366.00
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference CHARLENE JOHNSON			
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
002	Delivery Fee for Explorer. DELIVER TO CITY OF MOBILE MUNICIPAL GARAGE AT 770 GAYLE STREET.	1.00 EACH	264.00000	264.00
	Additional Description Notes			

Bill To	Requisition 00009664-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5803.10.25.0000.0000.3500.0000.0000.44020. Review: Buyer: Status: Released Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 CHARLENE.JOHNSON@CITYOFMOBILE.ORG Delivery Reference CHARLENE JOHNSON Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/22	292393				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Delivery Fee for Explorer. $260			
1	5807.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3595 .OPERSUPPLS. .			264.00

Ship To
CHD COMMUNITY HOUSING & DEVELO
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 508
MOBILE, AL 36644
Delivery Reference
CHARLENE JOHNSON

Deliver To
CHD COMMUNITY HOUSING & DEVELO
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 508
MOBILE, AL 36644

Requisition Link

Requisition Total 30630.00

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

Account	Amount	Remaining Budget
E G-CPD3510 .OPERSUPPLS. .	30366.00	8520.57
E G-CPD3595 .OPERSUPPLS. .	264.00	429348.78

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

Account	Amount	Remaining Budget
5803.10.25.0000.0000.3500.0000.0000.44020.		

Bill To	Requisition 00009664-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5803.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	CHD COMMUNITY HOUSING & DEVELO
4000 EASTERN BLVD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MONTGOMERY, AL 36116	CHARLENE.JOHNSON@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	CHARLENE JOHNSON
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/22	292393				NEIGHBORHOOD DEVELOPMENT

Account		Amount	Remaining Budget
		30366.00	
CDBG 2021 EXP	OPERATING SUPPLIES		
5807.10.25.0000.0000.3500.0000.0000.44020.			
		264.00	
CDBG 2022 EXP	OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	06/24/22	JOHN PAINE	GL Allocation changed
CCancelled	06/29/22	JOHN PAINE	GL Allocation changed
Approved	05/10/22	BEVERLY REED	
Approved	05/10/22	JAMES ROBERTS	Auto approved by: 910515671
Approved	05/11/22	BEVERLY REED	
Approved	05/11/22	JAMES ROBERTS	Auto approved by: 910515671
Unknown	06/24/22	BEVERLY REED	
Rejected	06/24/22	BEVERLY REED	Needs editing
Approved	06/24/22	BEVERLY REED	
Approved	06/24/22	JAMES ROBERTS	Auto approved by: 910515671
Approved	06/24/22	KENNETH KNOX	Auto approved by: 910515671
Approved	06/29/22	BEVERLY REED	Auto approved by: 910516894
Approved	06/29/22	JAMES ROBERTS	
Approved	06/29/22	KENNETH KNOX	Auto approved by: 910516894
Approved	05/10/22	VELISA GILCHRIST	
Approved	05/10/22	TAYLOR HARRIS	Auto approved by: 910517623
Approved	05/10/22	RANDY THREADGILL	Auto approved by: 910517623
Approved	05/12/22	VELISA GILCHRIST	
Approved	05/12/22	TAYLOR HARRIS	Auto approved by: 910517623
Approved	05/12/22	RANDY THREADGILL	Auto approved by: 910517623
Approved	06/27/22	VELISA GILCHRIST	
Approved	06/27/22	TAYLOR HARRIS	Auto approved by: 910517623
Approved	06/27/22	RANDY THREADGILL	Auto approved by: 910517623

Bill To	Requisition 00009664-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5803.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	CHD COMMUNITY HOUSING & DEVELO
4000 EASTERN BLVD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MONTGOMERY, AL 36116	CHARLENE.JOHNSON@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	CHARLENE JOHNSON
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/22	292393				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/30/22	VELISA GILCHRIST			
	Approved	06/30/22	TAYLOR HARRIS		Auto approved by: 910517623	
	Approved	06/30/22	RANDY THREADGILL		Auto approved by: 910517623	
	Rejected	05/11/22	JOHN PAINE		NEED ESTIMATED PRICE	GOO GUE
	Queued	06/30/22	DONNA MICHELE STANLEY		NEED ESTIMATED PRICE	GOO GUE
	Queued	06/30/22	DONALD ROSE		NEED ESTIMATED PRICE	GOO GUE
	Queued	06/30/22	SANDRA LEWIS		NEED ESTIMATED PRICE	GOO GUE
	Queued	06/30/22	JOHN PAINE		NEED ESTIMATED PRICE	GOO GUE

Authorized By: _____ Date: _____
Signature

T191 Vehicle Master Agreement

999 20*221 Stivers Ford Lincoln VC000042177 Effective Date: 4/1/20 – 4/1/23			
	Make	**Model**	**Price**
Line 1	**Ford**	**Explorer**	**$25,957.00**

999 21*75 Stivers Ford Lincoln VC000042177 Effective Date: 11/12/20 – 11/12/22			
	Make	**Model**	**Price**
Line 1	**Ford**	**F150 ½ Ton Crew Cab 2WD**	**$25,841.00**
Line 3	**Ford**	**F250 ¾ Ton Extended Cab 4WD**	**$28,769.00**

999 21*76 Donohoo Chevrolet VC000049701 Effective Date: 11/12/20 – 11/12/22			
	Make	**Model**	**Price**
Line 1	**Chevrolet**	**Suburban Large Sport Utility Vehicle**	**$41,573.00**

999 21*129 Stivers Ford Lincoln VC000042177 Effective Date: 1/1/21 – 11/12/22			
	Make	**Model**	**Price**
Line 1	**Ford**	**F250 3/4 Ton Extended Cab 2WD Standard Bed**	**$26,267.00**
Line 2	**Ford**	**F150 1/2 Ton Extended Cab 4WD Short Bed**	**$25,270.00**
Line 3	**Ford**	**F150 ½ Ton Crew Cab 4WD**	**$28,702.00**

999 21*235 Stivers Ford Lincoln VC000042177 Effective Date: 5/28/21 – 11/12/22			
	Make	**Model**	**Price**
Line 1	**Ford**	**Ford F250 ¾ Ton Crew Cab 2WD Standard Bed**	**$27,575.00**
Line 2	**Ford**	**Ford F250 ¾ Ton Crew Cab 4WD Standard Bed**	**$30,025.00**

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 200000000221**

NOT TO EXCEED AMOUNT:

Begin Date:	04/01/2020	Procurement Folder:	1024611
Expiration Date:	04/01/2023	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	03/29/22	Version Number:	5

CONTACT INFORMATION

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

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

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

CONTRACT DESCRIPTION

MA-NON-ALTERNATIVE FUEL VEHICLES - T191
OLD T191 NON-ALTERNATIVE FUEL VEHICLES

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000042177: Stivers Ford Lincoln

4000 Eastern Boulevard

Montgomery AL 36116

Contact:

Billy Bruce
3346135000 EXT: 5056
Bbruce@Stiversonline.Com

COMMODITY / SERVICE INFORMATION								
Line	**Quantity**	**UOM**	**Unit Price**	**Service Amount**	**Service From**	**Service To**	**Line Sub Total**	**Line Total**
1	0	EA	$25,957.000000	$0.00			$0.00	$0.00

0718027 - UTILITY VEHICLES, MIDSIZE
FORD EXPLORER UTILITY SUV 4 DOOR
MIDSIZE UTILITY CLASS SUV, VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.
7-PASSENGER SEATING

WHEELBASE TO BE A MINIMUM OF 114 AND A MAXIMUM OF 121".
WIDTH TO BE A MAXIMUM OF 80" W/O MIRRORS.
MINIMUM 4 CYLINDER ENGINE
AUTOMATIC TRANSMISSION
DAYTIME RUNNING LIGHTS
REAR VIEW CAMERA
MINIMUM GROUND CLEARANCE 7.75"
MINIMUM FUEL TANK CAPACITY OF 17.5 GALLONS

MAKE: FORD

MODEL: EXPLORER

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	$0.000000	$0.00			$0.00	$0.00

0720117 - TRUCK, PICKUP, MID SIZE EXTENDED CAB, SINGLE REAR WHEEL, SHO
NO LONGER AVAILABLE - FORD RANGER TRUCK
No Longer Available.

MAKE: FORD

MODEL: RANGER

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		$0.000000	$0.00			$0.00	$0.00

0710490 - VEHICLES AND OTHER FLEET EQUIPMENT
VEHICLE OPTIONS
VEHICLE OPTIONS:
TO BE BILLED AT DEALER INVOICE PRICING.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0		$0.000000	$0.00			$0.00	$0.00

96286 - Transportation of Goods, Shipping and Handling, and Other Fr
VEHICLE DELIVERY
VEHICLE DELIVERY

SEE SPECIFICATION SHEET FOR DETAILS.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: 

Purchasing Director

APPROVALS			
Date	**Status Before**	**Status After**	**Approver**

Authority:
The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:
This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:
The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:
In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:
Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late

Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor (Effective March 1, 2021 Subscriptions will no longer be required)

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

*******************STANDARD TERMS and CONDITIONS *****************

Vendor Registration and Subscription Fee (Effective March 1, 2021 Subscriptions will no longer be required)
Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, https://procurement.staars.alabama.gov. Vendors wishing to respond to Requests for Bids (RFB) opening prior to March 1, 2021 must be subscribed. Once registered, you may subscribe by clicking the "Pay Subscription Fee" link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors. (Effective March 1, 2021 Subscriptions will no longer be required.)

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor's response being rejected as non-responsive. A vendor's subscription must be maintained throughout the term on an active contract, to include any renewal periods. (Effective March 1, 2021 Subscriptions will no longer be required.)

Communication during Solicitation Process

There shall be no communication between vendors and the State agency requisitioning the good(s) or service(s) from the time the solicitation is published until the award is posted as final. Unless stated elsewhere in the solicitation, any communications, either written, oral, or electronic between the Vendor and the requisitioning State agency must come through the Division of Purchasing buyer administering the solicitation. Failure to abide by this term and condition may result in disciplinary actions up to debarment.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid's (RFBs) provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Reponses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.
Priority 1. Produces or manufacturers the product within the State.
Priority 2. Has an assembly plant or distribution facility for the product within the State.
Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

Award:
Award will be made by line (Vehicle) to the lowest responsible bidder meeting all specifications. However, life cycle costing will be used to determine the lowest responsible bidder based on a 5 year/ 55,000 mile residual value listed in the NADA guide, or the average rate of depreciation as calculated by money-zine.com for the make/model year vehicle bid.

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle for a 2011 make/ model year with standard options. If the make and model year of vehicle bid is not listed in the NADA guide, money-zine.com will be used to calculate the average rate of depreciation which will be the total life cycle cost for that vehicle.

Each awarded vehicle will also be awarded a vehicle option line and a vehicle delivery line. These line items will not be used in the calculation of the total life cycle cost nor will they figure into the award evaluation. The unit price for those line items must be left blank.

Bid withdrawal prior to award, vendors will have until 5:00 pm central time on the 3rd business day after the bid opening to withdraw any bid price. Bid prices not withdrawn will stand and any resulting contract awarded must be honored for the term of the contract period. Failure to withdraw pricing as outlined above may result in the cancellation of the contract, and the vendor being barred from bidding on future bids for an indeterminate period. Bid withdrawals must be submitted to the buyer in writing. Emailed letters on vendor's letter head will be accepted.

Delivery charges:
There are no delivery charges for delivery of vehicles within a twenty (20) mile radius. Delivery charges will be from the contract vendor's dealership to the delivery destination. The maximum charge for delivery is $1.50 per mile, calculated one way from the contract vendor's dealership to the delivery destination. Delivery mileage can be calculated via any internet mapping tool. Documentation showing mileage calculations may be requested from the agency, State Purchasing, or the ordering entity and must be provided within two (2) business days from the date of request.

In State Dealership:
Effective June 3, 2015, **Act 2015-306, SB20**, amends Section 23-1-50.1, Code of Alabama 1975, to require that state motor vehicles acquired for the Fleet Management Program of the Department of Transportation or other state operated motor vehicle acquisition program must be purchased or leased from a motor vehicle dealership located in this state.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th
January, February, March – Due by April 20th
April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May.
Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

Failure to comply with the provisions of this term and conditions as outlined above, will result in the cancelation of the contract, and the vendor’s possible debarment from doing business with the State of Alabama for an indeterminate period

Vehicles, Non-Alternative Fuel:

Production/close-out dates:
This contract is for the current year model only. The manufacturer determines production and close out dates, which will be provided by the awarded vendors to State Purchasing at the earliest possible date. State Purchasing will then post these dates on the contract online.

Delivery dates shown on the contract are estimates only, as dealers do not have control over production schedules.

Agencies are encouraged to order as soon as the contract(s) are put in place. Orders placed just before the vendor cut-off dates run the risk of delayed delivery and possible order cancellation.

Delivery/pick-up:
If vehicle delivery exceeds twenty (20) miles, vehicle(s) will either be picked-up at the contract dealership, or delivered to the delivery destination per the delivery charges term and condition with the cost of delivery added to the PO on the vehicle delivery line.

When vehicles are ready to be pickup at the dealership the contract vendor must notify the ordering agency. The ordering agency will make every effort to pick up the vehicle(s) within seven (7) calendar days.

All vehicles delivered/picked up must have 2 sets of keys and a minimum of 5 gallons of fuel.

Warranty cards and service policy must accompany each vehicle when they are delivered/picked-up, as the warranty will go into effect at this time. Vehicles must also be serviced and ready for use at time of delivery/pick up.

All titles, fees, as well as other charges, are to be paid by the contract vendor. The vendor must furnish a prepaid certificate of title in the name of the agency that purchased the vehicle(s). The title will change upon acceptance of delivery to the agency.

Standard features and options:
“Purchasing optional equipment on state motor vehicles that is unnecessary for the proper functioning of the automobile or safety of the driver and passengers” is prohibited by state law on this contract.

All vehicles shall come equipped with all standard equipment and options as shown as part of the base vehicle. This standard equipment and options on the base line must be factory installed.

Options not listed as part of the awarded base vehicle must be sold under the vehicle option line and must be factory installed, unless approved by state purchasing prior to award, and must be sold at dealer invoice cost.

All vehicles being ordered with additional options beyond those shown on the base vehicle contract line must have a quote from the awarded vendor showing the options code and dealer invoice price.

Vehicles sold under this contract must be free of dealership logos, decals, or advertising.

Colors:
Vehicles must be factory colors with matching interior. Colors will be stated on the purchase order. If no color is specified, the vendor will order with factory white color with matching interior.

Passenger vans disclaimer:
Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

Contract period:
Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, and terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Ordering process:
Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

Proration:
Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Manufacturer, Stock/Model numbers:
At the end of each line item where spaces are marked MFR" and MODEL, the vendor is to indicate the manufacturer and model necessary to complete each unit as specified.

Descriptive literature:
Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.
Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.
Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

Requested information:
Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

Firm Pricing:
All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

OPTIONS PRICING:
All options must be sold at dealer invoice cost. All options must be factory installed unless otherwise noted on the options price list supplied to state purchasing by the awarded vendor. Options pricing must be supplied to the agency within 2 business days from date of request. Agencies may request standard features to be deleted, if Possible, with a reduction to the vehicle cost. This reduction will be shown on the quote, invoice, requisition, and purchase order as a negative cost. Proof of dealer cost may be requested and must be supplied within 2 business days from the date of request. Failure to provide proof of dealer cost may result in contract cancellation.

Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

QUOTES:
When vendors supply a quote to an agency, individual priced options must show for the base vehicle price (which matches the contract bid price). Items included in the base bid price (such as title, fuel, keys, warranty, etc.) must not be shown as separate cost on option quotes.

It would be helpful for vendors to notate the contract and line number on any quotes provided to agencies.

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:
Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

State agencies or other local governmental entities purchasing from this contract may not require vendors to obtain business or other licenses or complete any other forms.

PURPOSE:
To establish a statewide contract for non-alternative fuel vehicles for State agencies, pricing may be made available to other local governmental agencies, Such as cities, counties, schools, universities, etc. Non-Government agencies, such as non-profit, are not eligible to purchase from this contract regardless of funding.

Payment terms: All state agencies and universities payment terms are net 30 after vehicle delivery and receipt of correct invoice.

All other local governmental entities payment terms are upon vehicle delivery and receipt of correct invoice.

* Note: vendors may charge State or other Governmental entities purchasing from this contract interest on late payments, in accordance with Code of Alabama 41-16-3.

Quantity:
The exact quantity of purchases for each item listed is not known. The division of purchasing does not guarantee that the state will purchase any quantity.

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BIENNIAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF $200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ELECTRONIC PAYMENT

Vendors awarded in response to this RFB must accept EFT forms of electronic payment at no additional cost to the State.

MANDATORY PRE-BID CONFERENCE:
There will be a mandatory pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the mandatory pre-bid conference. Only those vendors that are signed-in will be allowed to bid on this RFB. Failure to attend the mandatory pre-bid conference or failure to sign-in will result in the rejection of your bid. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB. To conserve time, vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner prior to the pre-bid conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the questions submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Mandatory Pre-Bid Conference will be as follow:

DATE: February 13, 2020
TIME: 9:00 am
PLACE: State Purchasing
100 North Union Street, Suite 192
Montgomery, AL 36104

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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 garbage truck with 2022 Freightliner M2 chassis and 20 cu yd Cobra rear-load body.

General fund.

Amount of Contract:

$197,041.30

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

ATTACHMENTS:

Description	Type	Upload Date
20220629 Sansom Agenda Package POs	Cover Memo	6/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/30/2022 - 2:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
5850	2022	(F7000) MOTOR POOL	GARBAGE TRUCK W/ 2022 FREIGHTLINER M2 CHASSIS & 20 CU YD REAR LOAD COBRA BODY (SEALED BID 5691)	$197,041.30	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00005850-00 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
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/14/22	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2022 20 CUBIC YARD REAR LOADING REFUSE BODY-STANDARD EQUIPMENT. INCLUDES HYDRAULIC PUMP, SAFETY SHUTDOWN E-STOP CURBSIDE, DRIVER ALERT BUZZER CURBSIDE, SAFETY INTERLOCK ON BODY ACCESS DOOR, 5. 6" REAR VISION CAMERA MONITOR W/REARVIEW CAMERA EYE, HOPPER ACCESS DOOR 30"x 30". STANDARD BODY WARRANTY: ONE YEAR BODY WARRANTY. ONE YEAR HYDRAULICS WARRANTY & TWO YEAR CYLINDER WARRANTY. VENDOR TO PROVIDE A 2022 OR NEWER fREIGHTLINER M2 CHASSIS AND A NEW WAY COBRA 20 CU YD REAR LOADER REFUSE BODY. AS OER MY BID #5691 AND YOUR QUOTE	1.00 EACH	197041.30000	197041.30

Additional Description Notes

2022 NEW WAY COBRA 20 CUBIC YARD REAR LOADING REFUSE BODY-STANDARD EQUIPMENT. INCLUDES HYDRAULIC PUMP, SAFETY SHUTDOWN E-STOP CURBSIDE, DRIVER ALERT BUZZER CURBSIDE, SAFETY INTERLOCK ON BODY ACCESS DOOR, 5.6" REAR VISION CAMERA MONITOR W/REARVIEW CAMERA EYE, HOPPER ACCESS DOOR 30"x 30". STANDARD BODY WARRANTY: ONE YEAR BODY WARRANTY. ONE YEAR HYDRAULICS WARRANTY & TWO YEAR CYLINDER WARRANTY.
REQUESTED BY PUBLIC WORKS.

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP. .	197041.30

Bill To	Requisition 00005850-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/14/22	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 197041.30

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP. .	197041.30	1162127.65

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	197041.30	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	02/18/22	DIANE MCCARTY	
Approved	02/18/22	CHARLES SUMRALL	Auto approved by: 910513661
Approved	02/22/22	JOHN PEAVY	Auto approved by: 910518527

Bill To	Requisition 00005850-00 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
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/14/22	190715				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	02/22/22	JAMES DELAPP			
	Unknown	06/29/22	JOHN PAINE			
	Approved	06/29/22	DONNA MICHELE STANLEY		Auto approved by: 9105paij	
	Approved	06/29/22	DONALD ROSE		Auto approved by: 9105paij	
	Approved	06/29/22	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	06/29/22	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID # 5691 TABULATION - REAR LOADER				
VENDOR	**EQUIPMENT**	**UNIT**	**UNIT PRICE**	**TOTAL**
RDK ASSETS, INC.	**Body Make** – Pac-Tech **Model** – PT 20 HD			
	Chassis Make – Freightliner **Model** – M2 106	**2**	**$273,300.00**	**$546,600.00**
	GVWR – 33,000			
INGRAM EQUIPMENT CO., LLC	**Body Make** –Heil **Model** – PT 1100			
	Chassis Make – Freightliner **Model** – M2 106	**1**	**$212,333.00**	**$212,333.00**
	GVWR – 33,000			
SANSOM EQUIPMENT CO.	**Body Make** – New Way **Model** – Cobra			
	Chassis Make – Freightliner **Model** – M2	**1**	**$197,041.00**	**$197,041.00**
	GVWR – 33,000			

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

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

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

Typed by: sd Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/03/2022	5691	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, June 24, 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 1-3	**20 CUBIC YARD REAR LOADER GARBAGE TRUCK** 2022 or Newer 20 Cubic Yard Rear Loader Garbage Truck as per the following and attached specifications. Body Make _____ Model _____ Chassis Make _____ Model _____ GVWR _____ Upon award the City will purchase a minimum of one (1) 20 Cubic Yard Rear Loader Garbage body mounted on 2022 or newer cab and chassis. Vendor shall provide class on care and maintenance of body and chassis. Vendor shall also provide orientation class to mechanics on servicing the garbage body.					
			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

All Vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/

If the successful Vendor's principal place of business is out-of-state, Vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.

See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, Vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

Questions involving the bid specifications will Not be answered within 48 hours of the bid opening. You need to ask your questions early on, as soon as possible.

Pricing to be firm for four (4) month period following the award of the bid. At option of City of Mobile and successful vendor, award may be extended for an additional 4-month period.

TO BE AWARDED ALL OR NONE.

	TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Rear Loading Refuse Collection Truck Body

SCOPE: It is the intent of this specification to describe a hydraulically actuated packer body of the rear loading type with the following minimum specifications considered necessary to perform the work assigned. The body shall be capable of compacting and transporting refuse to a landfill or transfer station and dispensing the load by means of hydraulic ejection. The body shall not be required to be tilted, lifted, or otherwise displaced from the chassis in order to eject the load.

GENERAL: All equipment furnished under this contract shall be new and unused, and the same as the manufacturers current production model. Accessories not specifically mentioned, but necessary to furnish a complete unit ready for use shall also be included. The equipment furnished shall conform to all ANSI Safety Standards A245.1-1984.

SUGGESTED BID SPECIFICATIONS
Bidder Shall Complete the Following
If No, State Specifically the Item being Offered

	YES	NO	OFFERED
A. CAPACITY			
1. The body shall have a minimum capacity excluding hopper of:			
20 Cubic Yards	____	____	_____
2. The body shall have an average compaction rate of 850 to 950 pounds per cubic yard	____	____	_____
B. BODY DIMENSIONS			
1. Maximum overall width not to exceed 96".	____	____	_____
2. Maximum overall length and height *(with tailgate in locked position)* above the chassis frame not to exceed:			

Capacity	Length	Height CA (cab to axle)			
f. 20 Cu./Yd.	244.5"	83" 138"	____	____	_____

(Continued)

	YES	NO	OFFERED

3. Body weight (exclusive of options) shall not exceed:

	Capacity	Weight			
e.	20 Cu./Yd.	11,277 pounds	____	____	_____

C. BODY CONSTRUCTION

1. Body sides, roof shall be curve shell design without the need of side bracing. Continuous operation at maximum loads without harmful deformation or wear. ____ ____ _____
2. The roof shall be constructed of 10-gauge 80,000 PSI steel. ____ ____ _____
3. The body sides shall be constructed of 10-gauge, 80,000 PSI steel. ____ ____ _____
4. Sides shall be braced along the bottom 3 1/2" x 12" from tailgate tapered to a point at the front of the body. Braces shall be interconnected with floor gussets and continuously welded. Rear portion of side brace shall connect to a 12" x 16" triangular gussets and all seams continuously welded for maximum strength. ____ ____ _____
5. The body floor shall incorporate a trough design for excess liquid containment. ____ ____ _____
6. The body upper floor sides shall be ¼" 50,000 PSI steel. ____ ____ _____
7. The body floor center shall be 1/4" plate high tensile steel. ____ ____ _____
8. The trough shall be constructed of two 8" channel sills to hold the ejection panel in line under the most extreme load conditions. ____ ____ _____
9. Side access door shall be located on the street side of the body sidewall. ____ ____ _____
10. Side access door shall be equipped with a safety interlock to disengage the PTO when door is open. ____ ____ _____

(Continued)

	YES	NO	OFFERED
D. TAILGATE DIMENSIONS			
1. Hopper opening width shall not be less than 74".	____	____	_____
2. Hopper capacity of shall not be less than 3.0 cubic yards as calculated by WASTEC DWRP03 No. 1 method	____	____	_____
3. Hopper cycle time with the standard PTO and pump shall not exceed 27- 30 seconds.	____	____	_____
E. TAILGATE CONSTRUCTION			
1. Tailgate sides shall be constructed of a minimum of 7-gauge high tensile sheet steel, and the upper sides shall be constructed of a minimum of 10 gauge high tensile sheet steel .	____	____	_____
2. Tailgate sides shall be reinforced by 1 3/4" x 4" bracing constructed of 7 gauge formed steel and fully welded in a horizontal position for maximum support.	____	____	_____
3. The slide panel guide track shall be constructed of 1/2" x 2 1/2" AR400 steel reinforced by formed 1/4" high tensile steel. *(Free floating design is not acceptable).*	____	____	_____
4. The tailgate shall be equipped with an automatic hydraulic locking system with a pilot check valve to ensure constant pressure for a tight seal.	____	____	_____
5. The tailgate shall be unlocked raised by two double acting cylinders equipped with clevis ends and restrictors to prevent precipitous tailgate decent in the event of a broken hydraulic line. (4" bore cylinder)	____	____	_____
6. The tailgate perimeter edge shall be reinforced by 2" x 2" structural tube steel.	____	____	_____
7. Tailgate shall be equipped with a chemically inert seal to provide a watertight seal. (23" high)	____	____	_____

(Continued)

	YES	NO	OFFERED
8. Hopper floor shall remain stationary during the packing cycle and shall be equipped with a 1 1/2" drain plug.	____	____	_____
9. Hopper floor and back shall be a minimum of 3/8" high tensile, 50,000 PSI Steel. The hopper shall incorporate material fall back extensions.	____	____	_____
10. The hopper load sill shall be constructed from a 3/8" plate and be even with the chassis frame height	____	____	_____
11. Self cleaning grip bolt on strut steps and grab handles shall be required on both sides of the tailgate.	____	____	_____
12. Auto locking tailgate (No turn buckles).	____	____	_____

F. PACKING MECHANISM CONSTRUCTION

1. The sweep panel shall be of the backhoe packing type, and designed to have a minimum clearance to thoroughly clean the hopper bottom during cycling.	____	____	_____
2. The sweep panel face plate shall be constructed of 1/4" high tensile sheet steel and shall be reinforced with (4) integral braces made from 1" steel plate.	____	____	_____
3. The sweep panel shall be powered by two 5" x 16" double acting cylinders equipped with bronze bushings.	____	____	_____
4. The slide panel face plate shall be constructed of 1/4" high strength sheet steel.	____	____	_____
5. The slide panel shall be powered by two (4 ½" bore x 43" stroke) double Acting cylinders.	____	____	_____
6. The linear slide movement of the panel shall be accomplished on two 4 1/2" x 2 1/4" x 24" high density UHMW guide bearing blocks.	____	____	_____
7. The pivotal rotation of the sweep panel shall be accomplished through the sweep panel pivot which shall consist of two 2" diameter stress proof pivot pins with bronze bushings.	____	____	_____
8. Both ends of the pivot shaft shall be equipped with bronze bushings.	____	____	_____

(Continued)

	YES	NO	OFFERED

G. EJECTION PANEL CONSTRUCTION

1. Ejection blade shall form the front of the body and be hydraulically operated and designed to have a minimum clearance too thoroughly clean the body during cycling. ____ ____ _____

2. The load shall be discharged by means of a positive ejection system. a double acting, telescopic cylinder shall extend and retract the full length of the body. ____ ____ _____

3. The ejection panel face plate shall be constructed of 10 gauge 50,000 PSI sheet steel and reinforced with trapezoidal cross members of high 3" x 3" and 4" x 4" structural tube. ____ ____ _____

4. The ejection panel shall slide in an 8" channel sill on four high density UHMW slide bearing blocks. ____ ____ _____

5. Ejection panel bearing blocks must be able to be replaced without removing ejection panel. ____ ____ _____

6. The telescopic cylinder shall be horizontally positioned & consist of the following dimensional characteristics:

Capacity	Stage	Bore			
20 Cu./Yd.	4 Stage	6.5"	____	____	_____

7. No clamping cylinder or clamping mechanism shall be required. ____ ____ _____

H. CONTROLS

1. The ejector panel and tailgate raise control shall be mounted inside the front left-hand side of the body. Controls are accessed through opening located in access door. Controls will not come into contact with any refuse and are protected from outside elements. ____ ____ _____

2. An electrical device shall be supplied to automatically raise the engine speed to the proper RPM during the packing cycle. ____ ____ _____

3. An additional throttle advance switch shall be mounted at the front left hand side of the body near the tailgate raise control handle and at the rear right hand side near the packing blade control. ____ ____ _____

4. A Backpack Valve shall be required to automatically advance the ejector panel when packing against it. ____ ____ _____

(Continued)

	YES	NO	OFFERED
5. The packing panel control shall be designed to accomplish the normal packing cycle in two steps and shall be reversible or stopped at any time during the cycle.	____	____	_____
6. The packing panel control shall be a two-handle design and located at the rear of the tailgate on the curbside.	____	____	_____

I. HYDRAULIC SYSTEM

1. A hot-shift power takeoff/pump combination shall be used to power the hydraulic system and shall be capable of operate in gear at idle with overspeed safety shutdown.	____	____	_____
2. All hydraulic valve shall be mechanically operated and use direct link controls.	____	____	_____
3. The hydraulic pump shall provide a delivery of 29 GPM at 1400 to 1500 RPM.	____	____	_____
4. Normal maximum operating pressures shall not exceed 2000 PSI.	____	____	_____
5. The hydraulic system shall incorporate a relief valve and a hydraulic pressure gauge to protect all components from excess pressures.	____	____	_____
6. All hydraulic hoses shall conform to S.A.E. Standards. No flat spots in hoses will be acceptable.	____	____	_____
7. Hydraulic tank shall not be less than 40 gallons and must be equipped with a sight and temperature gauge. The tank shall be located inside the body.	____	____	_____
8. A replaceable 10-micron absolute in tank immersed filter with by-pass valve and visual indicator shall be furnished in the return line of the hydraulic system.	____	____	_____
9. A shut-off valve shall be mounted on the suction line near the oil tank.	____	____	_____
10. All cylinder rods shall be chrome plated.	____	____	_____
11. Sweep and slide cylinder rods induction hardened.	____	____	_____

J. ELECTRICAL

1. All body wiring shall be color coded in factory harness with sealed connectors.	____	____	_____

(Continued)

	YES	NO	OFFERED
2. Body to chassis wiring shall be in sealed junction box at front of body with sealed connectors.	____	____	_____
3. The body shall be equipped with approved LED clearance, warning, tail, license, stop and turn signals in compliance with the national safety standards.	____	____	_____
4. The body shall be equipped with an external audio back up alarm activated when the chassis is in reverse.	____	____	_____
5. Driver alert buzzer and safety stop shall be installed at the rear of the tailgate located by the packing controls.	____	____	_____
6. A light shall illuminate in the cab when the tailgate is open and an audible alarm will sound when the vehicle is placed in reverse while the tailgate is open.	____	____	_____
7. A light bar shall be mounted on the upper section of the tailgate and consist of stop, turn and three clearance lights, in accordance to the national safety standards.	____	____	_____
8. It shall include a rear vision camera, Safety Vision or equivalent, with a 7-inch color monitor.	____	____	_____

K. PAINT

1. The body shall be properly cleaned of all dirt, oil, and welding slag. Gray DuPont Epoxy primer with rust inhibitors shall be applied to both the outside and inside of the refuse body.	____	____	_____
2. DuPont Imron 5000, white paint shall be applied.	____	____	_____

L. MOUNTING

1. Body shall be mounted in accordance to industry standards. No welding shall be performed on the chassis frame in the mounting process.	____	____	_____

M. SAFETY

1. Access door to body to be equipped with an interlock switch to disable the hydraulic system when the door is open.	____	____	_____

(Continued)

	YES	NO	OFFERED
2. Safety Shut Down switch to be provided on the left and right sides of the tailgate.	____	____	_____
3. Driver alert switch to be provided on the left and right sides of the tailgate.	____	____	_____
4. 10 lb. Fire Extinguisher mounted on body or truck frame.	____	____	_____
5. Triangle reflector kit located in cab.	____	____	_____

N. WARRANTY

1. Manufacturer's limited warranty shall apply for a period of one year for body, two years for hydraulic cylinders and five years on hydraulic system components.	____	____	_____

O. ADDITIONAL INCLUDED EQUIPMENT

1. **Strobe Safety Lighting –** Alternating, integrated LED strobe lights shall be mounted on the corners of the front bulkhead and the upper/lower corners of the tailgate. The light shall be activated by a switch located inside the cab of the chassis.	____	____	_____
2. **Other Lighting –** LED hopper work lights and mid-body back up lights shall be provided.	____	____	_____
3. **Auxiliary Air Controls –** In cab, air controls shall be provided that unlock, raise and close the tailgate, as well as extend and retract the material ejection panel.	____	____	_____
4. **Lubrication Points –** For personnel safety, ground level remote grease point zerks shall be provided to lubricate both the upper tailgate hinge pins and upper tailgate hydraulic cylinder pins.	____	____	_____
5. **Rotary Actuated Cart Tippers –** Two (2) Barker Rotary Style cart tippers shall be provided. Cart tippers shall be operated by tailgate side mounted control handles that are directly attached to the hydraulic valves by way of a linkage rod. Hydraulic tubing shall be used to supply fluid from the hydraulic valve to the cart tipper.	____	____	_____
6. **Body Wear Item Kit –** Successful vendor shall supply two (2) complete sets of upper and lower tailgate panel slides, two (2) sets of ejector panel shoes, two (2) tailgate seals with the installation labor included by the vendor.	____	____	_____

(Continued)

	YES	NO	OFFERED
O. Minimum Chassis Requirements			
1. Chassis shall have a minimum of 33,000 lbs. GVWR. 10,000 lb. Front Axle, 23,000 lb. Rear Axle.	____	____	_____
2. Minimum 8.9 Liter Diesel powered engine with a minimum of 300 horsepower and 860 lb.-ft torque.	____	____	_____
3. Allison 3000RDS transmission.	____	____	_____
4. Engine equipment to include a minimum of 160 AMP alternator, (2) 2000 CCA batteries, battery disconnect switch, 18.7 CFM air compressor, 6-gallon DEF tank, 900 square inch radiator and 80-gallon fuel tank.	____	____	_____
5. Front axle equipment shall be a minimum of 10,000 lb. front axle with a 12,000 lb. suspension with 16.5"x 5" brakes.			
6. Rear axle equipment shall be a minimum of 23,000 lb. rear axle with 30,000 lb. rear suspension, 16.5"x 7" brakes. Rear axle ratio of 5.63, driver controlled differential lock.	____	____	_____
7. Cab exterior to include single air horn, dual west coast mirrors with 8-inch convex spot mirrors and LH/RH grab handles.	____	____	_____
8. Cab interior to include LH/RH power windows and door locks, air ride drivers' seat, two-man passenger seat with under seat storage area, tilt/telescopic steering wheel, AM/FM/WB radio.	____	____	_____

(End)

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:7/12/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Carahsoft Technology Corp for one-year subscription for AvePoint cloud backup software for MS Office 365.

General fund.

Amount of Contract:

$27,648.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220630 Carahsoft Agenda Package POs	Cover Memo	6/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/30/2022 - 2:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11307	2022	(5000) INFORMATION TECHNOLOGY	ONE YEAR SUBSCRIPTION FOR AVEPOINT CLOUD BACKUP SOFTWARE FOR MS OFFICE 365 (GSA CONTRACT)	$27,648.00	(295556) CARAHSOFT TECHNOLOGY CORP

Adopted:

_____
City Clerk

Bill To	Requisition 00011307-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CARAHSOFT	MIT
11493 SUNSET HILLS ROAD	651 CHURCH STREET
SUITE 100	
	MOBILE, AL 36602
RESTON, VA 20190	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#7038718500	Delivery Reference
	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/22	295556	06/16/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
001	PART#AOS-O365-CBU-SD-Y01 Cloud Backup Standard for M365 Group Y AvePoint Cloud Backup for Office 365 protects an unlimited amount of content in Office 365 Groups, Teams and more with the most complete, automatic service protection with flexible, granular restore. Subscription per user per year which includes Premier Level Support & unlimited retention for the length of your contract. Special pricing for G3 licenses Unit/User Quantity: 740 Included: Additional 20% Discount for Cloud Subscription AvePoint Public Sector, Inc. - AOS-O365-CBU-SD-Y-01 Start Date: 07/26/2022 End Date: 07/25/2023	1.00 EACH	18744.00000	18744.00
1	2000.80.00.0000.0000.0000.0000.0000.42200. E C0620 .PROFTECHNC. .			18744.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
GREG HOLLIDAY

Bill To	Requisition 00011307-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CARAHSOFT 11493 SUNSET HILLS ROAD SUITE 100 RESTON, VA 20190 Tel#7038718500	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
06/16/22	295556	06/16/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	PART#AOS-O365-CBU-SD-Z01 Cloud Backup Standard for M365 Group Z AvePoint Cloud Backup for Office 365 protects an unlimited amount of content in Office 365 Groups, Teams and more with the most complete, automatic service protection with flexible, granular restore. Subscription per user per year which includes Premier Level Support & unlimited retention for the length of your contract. Special pricing for G1 licenses Unit/User Quantity: 1,030 Included: Additional 20% Discount for Cloud Subscription AvePoint Public Sector, Inc. - AOS-O365-CBU-SD-Z-01	1.00 EACH	8904.00000	8904.00
1	2000.80.00.0000.0000.0000.0000.0000.42200. E C0620 .PROFTECHNC. .			8904.00

Bill To	Requisition 00011307-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CARAHSOFT	MIT
11493 SUNSET HILLS ROAD	651 CHURCH STREET
SUITE 100	
	MOBILE, AL 36602
RESTON, VA 20190	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#7038718500	Delivery Reference
	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/22	295556	06/16/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	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 27648.00

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

Account	Amount	Remaining Budget
E C0620 .PROFTECHNC. .	27648.00	11936.38

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42200.	27648.00	

CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL

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

Activity	Date	Clerk	Comment
Approved	06/16/22	MARK PEARSON	Auto approved by: 91057606
Approved	06/16/22	SCOTT KEARNEY	
Approved	06/16/22	MARK PEARSON	Auto approved by: 91057606

Bill To	Requisition 00011307-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
CARAHSOFT 11493 SUNSET HILLS ROAD SUITE 100 RESTON, VA 20190 Tel#7038718500	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
06/16/22	295556	06/16/22			INFORMATION TECHNOLOGY

LN	Description / Account		Qty	Unit Price	Net Price
	Approved	06/16/22 SCOTT KEARNEY			
	Approved	06/16/22 BRENDA RHODES			
	Approved	06/16/22 TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	06/16/22 RELYA MALLORY		Auto approved by: 910511034	
	Approved	06/30/22 DONNA MICHELE STANLEY		Auto approved by: 910516727	
	Approved	06/30/22 DONALD ROSE		Approved by: 9105fola	
	Approved	06/30/22 SANDRA LEWIS		Auto approved by: 910516727	
	Approved	06/30/22 JOHN PAINE		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

General Services Administration

Federal Supply Service
Authorized Federal Supply Schedule Price List

Contractor:

Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
Phone: (703) 871-8500 Fax: (703) 871-8505
www.carahsoft.com

Contract Number:
GS-35F-0119Y
Current through Refresh 12

Period Covered by Contract:

December 20, 2011 through December 19, 2026

Authorized Special Item Numbers (SINs):

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 54151:	Software Maintenance Services
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. ANCILLARY:	Ancillary Supplies and Services
Special Item No. OLM:	Order-Level Materials (OLM)

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! Is https://gsaadvantage.gov

THIS CONTRACT IS ONLY FOR ORDERS UTILIZED FOR THE FOLLOWING BPA's:

Agency Name	Contract Number
VA	36C10A19A0003
DoD ESI BPA - Forescout	N66001-18-A-0005
EPA	EP-BPA-18-H-0002
Vmware ICITE	H98230-16-G-0004/ 0000
US Navy PMW205	N0003920A0003
Red Hat DOD ESI BPA # HC1028	HC1028-18-A-1
DoD ESI BPA - McAfee	N66001-19-A-0001
DoD ESI BPA - Qadium	N66001-18-A-0010
ICITE - Veritas	DNI001-18-A-0002
VMware SSA ELA	28321318A00040025
IRS/Treasury	2032H5-21-A-00025
Social Security Administration	28321319A00040010
DoI	140D0419F0265
DHS HQ	HSHQDC-17-F-00124
US Army	W52P1J-21-F-0228
Drug Enforcement Agency	15DDHQ19A00000003
Health and Human Services	75P00119A00074
SSA	28321319A00040024
HHS CMS	75FCMC20F0071
USDA	12314420A0029
DoE Supply Chain Mgmt	DE-AC07-05ID14517
Department of Treasury - IRS	2032H5-20-A-00026
Federal Retirement Thrift Investment Board	TIB-2021-A-0002
FSA/ EDU BPA	91003121A0001
US Courts - ServcieNow	USCA21B0006
Social Security Administration	28321321A00040007
USAF 2GIT	47QTCA21A000R
GAO	05GA0A21A0006
HHS GSA BPA	HHSP233201600011B
HHS	75P00122A00001
DoD ESI	N66001-19-A-0010
DoD ESI ITAM BPA - Multiple	N66001-21-A-0031
DoD ESI ITAM BPA - Multiple	N66001-19-A-0120
DoD ESI ITAM BPA - Splunk	N66001-21-A-0031

All new orders should be placed against Carahsoft Technology Corp. contract 47QSWA18D008F.

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Contractor Data and Points of Contact

Contractor's Point of Contact for Contract Administration

Brianna Guest – Contract Manager
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8500 (Main) | (703) 871-8505 (fax)
contracts@carahsoft.com

Business Size: **Other than Small**

DUNs Number: **088365767**

Ordering Instructions / Terms and Conditions

1a. Authorized Special Item Numbers (SINs)

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 54151:	Software Maintenance Services
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. ANCILLARY:	Ancillary Supplies and Services
Special Item No. OLM:	Order-Level Materials (OLM)

1b. Lowest Priced Model Number and Price for Each SIN:

Not applicable.

1c. Hourly Rates

See the Terms and Conditions for SIN 54151S on pg. 33, below.

2. Maximum Order

SIN 33411	$500,000
SIN 511210	$500,000
SIN 518210C	$500,000
SIN 532420L	$500,000
SIN 54151	$500,000
	$500,000
SIN 54151S	$500,000
SIN 564122	$250,000
SIN 611420	$500,000
SIN 811212	$250,000
SIN ANCILLARY	$250,000
SIN OLM	

3. Minimum Order

$100

4. Geographic Coverage

Domestic and Overseas

5. Point(s) of Production

Varies by Manufacturer

6. Discount from Internal Rate

The GSA Net Price published on GSA Advantage! Reflects the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discount

Varies by Manufacturer, as reflected on GSA Advantage!

8. Prompt Payment Terms

Net 30 Days

Information for Ordering Offices: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

Percentage-Based Purchasing: The published $0.01 price is not the customers' final price. The Purchase price of the product is based on a commercial list price that is determined for the price you paid for the product. Please contact Carahsoft Technology Corp. at (703) 871-8500 or contracts@carahsoft.com for assistance with

calculating the purchase price of the software maintenance and additional product information.

9. Government Purchase Card

Accepted for sales at or below the micro-purchase threshold.

Acceptance for purchases above the micro-purchase threshold will be determined on a procurement-by-procurement basis.

10. Foreign Items

None

11a. Time of Delivery

SIN 33411: 30 Days after Receipt of Order

SIN 511210: 30 Days after Receipt of Order

SIN 518210C: 30 Days after Receipt of Order

SIN 532420L: 30 Days after Receipt of Order

SIN 541370GEO: 30 Days after Receipt of Order

SIN 54151: 30 Days after Receipt of Order

SIN 54151ECOM: 30 Days after Receipt of Order

SIN 54151S: 30 Days after Receipt of Order

SIN 561422: 30 Days after Receipt of Order

SIN 611420: 30 Days after Receipt of Order

SIN 811212: 30 Days after Receipt of Order

SIN ANCILLARY: 30 Days after Receipt of Order

11b. Expedited Delivery

Please contact the Contractor for availability and rates.

11c. Overnight and 2-Day Delivery

Please contact the Contractor for availability and rates.

11d. Urgent Requirements

Agencies can contact the Contractor's representative to affect a faster delivery.

Customers are encouraged to contact the contractor for the purpose of requesting

accelerated delivery.

12. FOB Point

Destination

13a. Ordering Address

Karina Woods – Operations Manager
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8519 (telephone)
(703) 871-8505 (fax)
gsaorders@carahsoft.com

13b. Ordering Procedures

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address

Jillian Szczepanek
Accounts Receivable
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8614 (telephone)
(703) 871-8505 (fax)
gsapayments@carahsoft.com

15. Warranty Provision

Varies by Manufacturer and Product/Service

16. Export Packing Charges

Not applicable

17. Terms and Conditions of Government Purchase Card Acceptance

Please contact the Contractor for terms and conditions of acceptance.

18. Terms and Conditions of Rental, Maintenance, and Repair (if applicable)

Not applicable

19. Terms and Conditions of Installation

Not applicable

20a. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices (if available)

Not applicable

20b. Terms and Conditions for Any Other Services

Not applicable

21. List of Service and Distribution Points

Not applicable

22. List of Participating Dealers

The full list of Participating Dealers can be found on the Carahsoft website,
https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/authorized-dealers

23. List of Approved Manufacturer CSAs

https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/eula2
Additional terms may apply.

24a. Preventative Maintenance

None

24b. Special Attributes such as Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants)

None

24c. Section 508 Compliance for Electronic and Information Technology

Varies by Manufacturer

25. Data Universal Number System (DUNS) Number

088365767

26. Notification Regarding Registration in System for Award Management (SAM) Database

Contractor has an Active Registration in the SAM database

27. Labor Category Descriptions and Pricing

See the Terms and Conditions for SIN 54151S beginning on page 33 below.

28. Non-Defective Product Returns

Products are eligible for return or replacement within 30 days of invoice. New and unopened product return requests received more than 30 days after invoice are considered to be out-of-policy return requests. These types of requests will be considered on a case-by-case basis. Any applicable shipping costs are to be paid by the customer.

Table of Awarded Special Item Numbers (SINs)

Authorized Special Item Numbers (SINs)	Title/ Description
33411	Purchasing of new electronic equipment
511210	Software Publishers
518210C	Cloud and Cloud-Related IT Professional Services
532420L	Leasing of new electronic equipment
541370GEO	Earth Observation Solutions
54151	Software Maintenance Services
54151ECOM	Electronic Commerce and Subscription Services
54151S	Information Technology Professional Services
561422	Automated Contact Center Solutions (ACCS)
611420	Information Technology Training
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
ANCILLARY	Ancillary Supplies and Services
OLM	Order-Level Materials (OLM)

Special Item Number Information

Special Item No. 33411: Purchasing of New Electronic Equipment

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing

FSC CLASS 7010 - SYSTEM CONFIGURATION
End User Computers/Desktop Computers Professional Workstations Servers
Laptop/Portable/Notebook Computers Large Scale Computers Optical and Imaging Systems
Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES
Printers Display
Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens Network Equipment

Other Communications Equipment Optical Recognition Input/Output Devices
Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT
ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES
Microcomputer Control Devices
Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS
ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT
Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES
Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSES
Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL
Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT
Telephone Equipment
Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS
Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT
Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE
Two-Way Radio Transmitters/Receivers/Antennas Broadcast Band Radio Transmitters/Receivers/Antennas Microwave Radio Equipment/Antennas and Waveguides Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE
Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE
Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE
Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS,

EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE
Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT
Miscellaneous Communications Equipment
Installation (FPDS Code N070) for Equipment Offered
Deinstallation (FPDS N070)
Reinstallation (FPDS N070)

Special Item No. 511210: Software Publishers

Includes both term and perpetual software licenses and maintenance.

NOTE: Subject to Cooperative Purchasing

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid

Software Microcomputers

- Software Microcomputers
- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Special Item No. 518210C: Cloud and Cloud-Related IT Professional Services

Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud services. IT professional services that are focused on providing the types of services that support the Government's adoption of, migration to or governance/management of Cloud computing. Specific labor categories and/or fixed price solutions (e.g. migration services, etc.) that support activities associated with

assessing Cloud solutions, refactoring workloads for Cloud solutions, migrating legacy or other systems to Cloud solutions, providing management/governance of Cloud solutions, DevOps, developing cloud native applications or other Cloud oriented activities.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING
Cloud Computing Services

Table 1: Cloud Computing Services (i.e. IaaS, etc.)

SIN Description	Sub-Categories
• Commercially available cloud computing services • Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics • Open to all deployment models (private, public, community or hybrid), vendors specify deployment models	**1. Software as a Service (SaaS):** Consumer uses provider's applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available. **2. Platform as a Service (PaaS):** Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure. **3. Infrastructure as a Service (IaaS):** Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.

NOTE: Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.

DESCRIPTION OF CLOUD COMPUTING SERVICES (i.e. IaaS, etc.) AND PRICING

a) The information provided below is designed to assist Offerors in qualifying cloud computing services and provide complete descriptions.

b) In addition to standard pricing requirements, all pricing models must have the core capability to meet the NIST Essential Cloud Characteristics, particularly with respect to on-demand self-service, while allowing alternate variations at the task order level at agency discretion, pursuant to the guidance on NIST Essential Characteristics.

Table 2 summarizes the additional Offeror provided description requirements for services proposed under the Cloud Computing Services (i.e IaaS, etc.). All mandatory description requirements must be complete, and adequate according to evaluation criteria.

In addition there is one "Optional" reporting descriptions which exists to provide convenient service selection by relevant criteria. Where provided, optional description requirements must be complete and adequate according to evaluation criteria:

1) The NIST Service Model provides sub-categories for the Cloud SIN and is strongly encouraged, but not required. The Service Model based sub-categories provide this SIN with a structure to assist ordering activities in locating

and comparing services of interest. Contractors may optionally select the single service model most closely corresponding to the specific service offering.

2) If a sub-category is selected it will be evaluated with respect to the NIST Service Model definitions and guidelines in "Guidance for Contractors".

Table 2: Cloud Service Description Requirements

#	Description Requirement	Reporting Type	Instructions
1	Provide a brief written description of how the proposed cloud computing services (i.e. IaaS, etc.) satisfies each individual essential NIST Characteristic	Mandatory	The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See 'GUIDANCE FOR CONTRACTORS: NIST Essential Characteristics' below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics. The NIST "Measured Service" characteristic requires a minimal "pay as you go" unit of measurement appropriate for the service. In the case of SaaS, the appropriate maximum measured increment of service shall be no more than 30 days per user, or some other equivalent discrete measurement that provides the government with the advantage of frequent (approximately every 30 days) "pay as you go" metering cycles. SaaS products, where consumption is only measured on an annual basis, may better fit under "Term Software License" SIN 132-32. Likewise, offers of any combinations of IaaS, PaaS or any other cloud product services in a bundle or other fashion that do not meet the frequency requirements of approximately 30-day measurement and billing cycles, will not be accepted as complying with the NIST Measured Service characteristic.
2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800-145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See 'GUIDANCE FOR CONTRACTORS: NIST Deployment Model' below in this document for detailed direction on how to best categorize a service for the NIST deployment models.

3	Optionally select the most appropriate NIST service model that will be the designated sub- category, or may select no sub-category.	Optional	Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub-category selection is optional but recommended. See 'GUIDANCE FOR CONTRACTORS: NIST Service Model' below in this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service models.

2) GUIDANCE FOR OFFERORS

This section offers guidance for interpreting the Contractor Description Requirements in Table 2 (above) including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements.

Offeror specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will not be considered in the scope of this SIN or accepted in response to evaluation factors. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services (i.e. IaaS, etc.) under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-145[1]

Offerors must select deployment models corresponding to each way the service can be deployed. Multiple deployment model designations for a single cloud service are permitted but at least one deployment model must be selected.

Both Cloud service model (i.e. IaaS, etc.) and deployment model (i.e. public, etc.) designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection

a) NIST Essential Characteristics

General Guidance

NIST's essential cloud characteristics provide a consistent metric for whether a service is eligible for inclusion in this SIN. It is understood that due to legislative, funding and other constraints that government entities cannot always leverage a cloud service to the extent that all NIST essential characteristics are commercially available. For the purposes of the Cloud SIN, meeting the NIST essential characteristics is determined by whether each essential capability of the commercial service is available for the service, whether or not the Ordering Activity actually requests or implements the capability. The guidance in Table 3 offers examples of how services might or might not be included based on the essential characteristics, and how the Contractor should interpret the characteristics in light of current government contracting processes.

Table 3: Guidance on Meeting NIST Essential Characteristics

[17] http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf

Characteristic	Capability	Guidance
On-demand self-service	• Ordering activities can directly provision services without requiring Contractor intervention. • This characteristic is typically implemented via a service console or programming interface for provisioning	Government procurement guidance varies on how to implement on-demand provisioning at this time. Ordering activities may approach on-demand in a variety of ways, including "not-to-exceed" limits, or imposing monthly or other appropriate payment cycles on what are essentially on demand services. Services under this SIN must be capable of true on-demand self-service, and ordering activities and Contractors must negotiate how they implement on demand capabilities in practice at the task order level: • Ordering activities must specify their procurement approach and requirements for on-demand service • Contractors must propose how they intend to meet the approach • Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available.
Broad Network Access	• Ordering activities are able to access services over standard agency networks • Service can be accessed and provisioned using standard devices such as browsers, tablets and mobile phones	• Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the service • Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non-cloud networks and services. For example, a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor.
Resource Pooling	• Pooling distinguishes cloud services from simple offsite hosting. • Ordering activities draw resources from a common pool maintained by the Contractor • Resources may have general characteristics such as regional location	• The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them. • Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement • Similar concerns apply to software and platform models; automated provisioning from a pool is required • Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.
Rapid Elasticity	• Rapid provisioning and de-provisioning commensurate with demand	• Rapid elasticity is a specific demand-driven case of self-service • 'Rapid' should be understood as measured in minutes and hours, not days or weeks. • Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required. • Automated elasticity which is driven dynamically by system load, etc. is optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.
Measured Service	• Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service	• Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements. • Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured • Contractors must specify that measured service is available and the general sort of metrics and mechanisms available • The goal of the Measured Service requirement is to ensure Ordering Activities realize the full benefit of "pay as you go" consumption models. Consumption measurements that are not discrete enough or frequent enough (greater than 30 days), will not fulfill this NIST essential characteristic and will not be eligible for inclusion in this SIN.

Inheriting Essential Characteristics

Cloud Services (i.e. IaaS, etc.) may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Cloud Services (i.e. IaaS, etc.) inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from "Provider A" and a PaaS service from "Provider B". The PaaS service may inherit broad network access from "Provider A" but must identify and support the inherited service as an acceptable IaaS provider.

Assessing Broad Network Access

Typically broad network access for public deployment models implies high bandwidth access from the public internet for authorized users. In a private cloud deployment internet access might be considered broad access, as might be access through a dedicated shared high bandwidth network connection from the Ordering Activity, in accord with the private nature of the deployment model.

Resource Pooling and Private Cloud

All cloud resource pools are finite, and only give the appearance of infinite resources when sufficiently large, as is sometimes the case with a public cloud. The resource pool supporting a private cloud is typically smaller with more visible limits. A finite pool of resources purchased as a private cloud service qualifies as resource pooling so long as the resources within the pool can be dynamically allocated to the ultimate users of the resource, even though the pool itself appears finite to the Ordering Activity that procures access to the pool as a source of dynamic service allocation.

1) NIST Service Model

   The Contractor may optionally document the service model of cloud computing (e.g. IaaS, PaaS, SaaS, or a combination thereof, that most closely describes their offering, using the definitions in The NIST Definition of Cloud Computing SP 800-145. The following guidance is offered for the proper selection of service models.

   NIST's service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing Cloud services (i.e. IaaS, etc.) of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

   Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

   For example, in this SIN an offering commercially marketed by a Contractor as "Storage as a Service" would be properly characterized as Infrastructure as a Service (IaaS), storage being a subset of infrastructure. Services commercially marketed as "LAMP as a Service" or "Database as a Service" would be properly characterized under this SIN as Platform as a Service (PaaS), as they deliver two kinds of platform services. Services commercially marketed as "Travel Facilitation as a Service" or "Email as a Service" would be properly characterized as species of Software as a Service (SaaS) for this SIN.

   However, Contractors can and should include appropriate descriptions (including commercial marketing terms) of the service in the full descriptions of the service's capabilities.

When choosing between equally plausible service model sub-categories, Contractors should consider several factors:

a) Visibility to the Ordering Activity. Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.

b) Primary Focus of the Cloud Service (i.e. IaaS, etc.). Services may offer a mix of capabilities that span service models in the strict technical sense. For example, a service may offer both IaaS capabilities for processing and storage, along with some PaaS capabilities for application deployment, or SaaS capabilities for specific applications. In a service mix situation the Contractor should select the service model that is their primary focus. Alternatively contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.

c) Ordering Activity Role. Contractors should consider the operational role of the Ordering Activity's primary actual consumer or operator of the service. For example services most often consumed by system managers are likely to fit best as IaaS; services most often consumed by application deployers or developers as PaaS, and services most often consumed by business users as SaaS.

d) Lowest Level of Configurability. Contractors can consider IaaS, PaaS and SaaS as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an IaaS service often bundled with a range of operating systems, which are PaaS services. The Ordering Activity usually has access to configure the lower level IaaS service, and the overall service should be considered IaaS. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the IaaS component, consider categorizing as a PaaS service.

Cloud management and cloud broker services should be categorized based on their own characteristics and not those of the other cloud services that are their targets. Management and broker services typically fit the SaaS service model, regardless of whether the services they manage are SaaS, PaaS or IaaS. Use Table 3 to determine which service model is appropriate for the cloud management or cloud broker services, or, alternately choose not to select a service model for the service.

The guidance in Table 4 offers examples of how services might be properly mapped to NIST service models and how a Contractor should interpret the service model sub-categories.

Table 4: Guidance on Mapping to NIST Service Models

Service Model	Guidance
Infrastructure as a Service (IaaS)	Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices. ● IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting ● The principal customer interaction with an IaaS service is provisioning then configuration, equivalent to procuring and then configuring a physical device. Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks. Gray areas include services that emulate or act as dedicated appliances and are directly used by applications, such as search appliances, security appliances, etc. To the extent that these services or their emulated devices provide direct capability to an application they might be better classified as Platform services (PaaS). To the extent that they resemble raw hardware and are consumed by other platform services they are better classified as IaaS.

Platform as a Service (PaaS)	Select a PaaS model for service based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application. ● A complete platform can deploy an entire application. Complete platforms can be proprietary or open source ● Partial platforms can deploy a component of an application which combined with other components make up the entire deployment ● PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service ● The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service. ● A limited range of configuration options for the platform service may be available. Examples of complete PaaS services include: ● A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application, ● a Windows .Net platform ready to deploy a .Net application, ● A custom complete platform ready to develop and deploy a customer application in a proprietary language ● A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services. The essential characteristic of a complete PaaS is defined by the customer's ability to deploy a complete custom application directly on the platform. PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include: ● A database service ready to deploy a customer's tables, views and procedures, ● A queuing service ready to deploy a customer's message definitions ● A security service ready to deploy a customer's constraints and target applications for continuous monitoring The essential characteristic of an individual PaaS component is the customer's ability to deploy their unique structures and/or data onto the component for a partial platform function. Note that both the partial and complete PaaS examples all have two things in common: ● They are software services, which offer significant core functionality out of the box ● They must be configured with customer data and structures to deliver results As noted in IaaS, operating systems represent a gray area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service "hides" underlying infrastructure, consider it as PaaS.

Software as a Service (SaaS)	Select a SaaS model for service based equivalents of software applications. ● SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting ● The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides. Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users. Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki's, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose. Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.

2) Deployment Model

Deployment models (e.g. private, public, community, or hybrid) are not restricted at the SIN level and any specifications for a deployment model are the responsibility of the Ordering Activity.

Multiple deployment model selection is permitted, but at least one model must be selected. The guidance in Table 4 offers examples of how services might be properly mapped to NIST deployment models and how the Contractor should interpret the deployment model characteristics. Contractors should take care to select the range of NIST deployment models most closely corresponding to each service offered.

Note that the scope of this SIN does not include hardware or software components used to construct a cloud, only cloud capabilities delivered as a service, as noted in the Scope section.

Table 5: Guidance for Selecting a Deployment Model

Deployment Model	Guidance
Private Cloud	The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.
Public Cloud	The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.
Community Cloud	The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.
Hybrid Cloud	The service is composed of one or more of the other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g. bursting.

Special Item No. 532420L: Leasing of new electronic equipment

Leasing of new electronic equipment. Includes the following lease types:
Lease to Ownership, and
Lease with Option to Own

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class W070 LEASE OR RENTAL OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIERS/SUPPORT EQUIPMENT
Lease of Products

INFORMATION TECHNOLOGY CATEGORY
HARDWARE SUBCATEGORY

SIN 532420L Option 1 Lease Terms and Conditions

Option 1 Lease Terms and Conditions does not contain a cancellation clause and all leases automatically expire on September 30th or sooner.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

1. STATEMENT

a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.

b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:

i. The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercises its right to terminate under GSAR 552.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.

ii. All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order shall be issued within 15 days after funds become available for obligation by the

ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

b. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in GSAR 552.212-4(l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

4. The following terms and conditions may be included.

a. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

b. PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

c. COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

d. INSTALLATION AND MAINTENANCE

i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

e. MONTHLY PAYMENTS:

i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract

purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.
The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.

iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.

iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.

v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non - Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

1. to purchase the product for the residual value of the product, or
2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

iii. Returns

1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
   i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
   ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
   iii. has no ability to use the returned software.

g. UPGRADES AND ADDITIONS

i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

1. can be removed without causing material damage to the product;
2. do not reduce the value of the product; and
3. are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
   1. were not leased from the Contractor, and
   2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

iii. Any additions that are not so removable will become the Contractor's property (lien free).

iv. Leases of additions and upgrades must be co-terminus with that of the product.

h. RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

i. TITLE

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.

j. TAXES

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of

FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

k. ADDITIONAL LEASE TERMS
Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

INFORMATION TECHNOLOGY CATEGORY
HARDWARE SUBCATEGORY

SIN 532420L Option 2 Lease Terms and Conditions

Option 2 Lease Terms and Conditions contains a cancellation clause, in which the fee must be in accordance with applicable legal principles.

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

1. LEASING PRICE LIST NOTICE
   a. Contractors must include the following notice in their contract price list for SIN 532420L:

      "The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

2. STATEMENT OF ORDERING ACTIVITY INTENT
   a. The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

   b. Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM
   a. The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work.

Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

b. Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR and/or DFAR 232.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period.. This cross fiscal year authority does not apply to multi-year leases.

c. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

d. Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstances.

4. LEASE TERMINATION

a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

   i. The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with GSAR 552.212-4 paragraphs (l) and (m).

   ii. The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

b. Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with GSAR 552.212-4, Contract Terms and Conditions Commercial Items, paragraph (l) Termination for Convenience of the ordering activity. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling.

c. Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payments for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to

the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

d. Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

e. At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

4. The following terms and conditions may be included.

a. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

b. PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

c. COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

d. INSTALLATION AND MAINTENANCE

i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is

issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

e. MONTHLY PAYMENTS:

i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.
The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.

iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.

iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.

v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
   1. to purchase the product for the residual value of the product, or
   2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

iii. Returns
   1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US,

in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
   i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
   ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
   iii. has no ability to use the returned software.

g. UPGRADES AND ADDITIONS

i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

1. can be removed without causing material damage to the product;
2. do not reduce the value of the product; and
3. are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
   1. were not leased from the Contractor, and
   2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

iii. Any additions that are not so removable will become the Contractor's property (lien free).

iv. Leases of additions and upgrades must be co-terminus with that of the product.

h. RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

i. TITLE

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the

applicable purchase option price.

j. TAXES

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

k. ADDITIONAL LEASE TERMS

Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

Special Item No. 541370GEO: Earth Observation Solutions

Provides geospatial earth observation technologies, products, and services to include, but not limited to ground, satellite and aerial based sensor data and imagery; worldwide digital transmission, internet, data, and video services and products through various networks, platforms, and applications. Offerings include global coverage, imagery, archive storage and distribution, monitoring, basemaps (mosaics), and earth observation solutions for accurate, mission critical information for uses to include, but not limited to, environmental, agriculture, meteorology, forestry, fish & wildlife habitats, disaster response and recovery, defense, maritime, mapping, humanitarian support, transportation, and public safety.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D304 IT AND TELECOM- TELECOMMUNICATIONS AND TRANSMISSION
- IT AND TELECOM-TELECOMMUNICATIONS AND TRANSMISSION

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING
- IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING

FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION
- Creation/Retrieval of IT Related Data Services
- Creation/Retrieval of Other Information Services
- Web-Based Subscription

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
- Other IT and Telecommunications Services

Special Item No. 54151: Software Maintenance Services

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical

expertise which are charged commercially.

NOTE: Subject to Cooperative Purchasing

Special Item No. 54151ECOM: Electronic Commerce and Subscription Services

Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

NOTE: Subject to Cooperative Purchasing

Special Item No. 54151S: Information Technology Professional Services

IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

NOTE: Subject to Cooperative Purchasing

Commercial Job Title: Consulting Engineer

Minimum/General Experience: Has approximately 5 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Working under close supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.
Minimum Education: B.A. or B.S. in Computer Science, Engineering, Mathematics, Economics or Business.

Commercial Job Title: Information Architect

Minimum/General Experience: Has approximately 2 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.
Functional Responsibility: Designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Project Manager

Minimum/General Experience: Has approximately 2 years of experience within information system project oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects.
Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project though integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.
Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.
Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas.
Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.
Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.
Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas.
Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.
Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Information Architect

Minimum/General Experience: Has approximately 7 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web

enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.
Functional Responsibility: Provides supervision, person designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.
Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science

Commercial Job Title: Senior Project Manager

Minimum/General Experience: Has approximately 7 years' experience within information system project oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects.
Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project though integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.
Functional Responsibility: Provides supervision, person possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.
Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Labor Categories	December 2021 December 2022	December 2022 December 2023	December 2023 December 2024	December 2024 December 2025	December 2025 December 2026
Consulting Engineer	$217.67	$222.68	$227.80	$233.04	$238.40
Information Architect	$212.74	$217.64	$222.64	$227.76	$233.00
Project Manager	$212.74	$217.64	$222.64	$227.76	$233.00
Senior Consulting Engineer	$249.99	$255.74	$261.62	$267.64	$273.80
Senior Information Architect	$272.23	$278.49	$284.89	$291.45	$298.15
Senior Project Manager	$266.63	$272.76	$279.04	$285.46	$292.02

Special Item No. 561422: Automated Contact Center Solutions (ACCS)

ACCS is defined as any combination of products, equipment, software and/or services that are required to establish and mainta in contact center capabilities managed by the contractor for an agency. These include a wide range of automated and attended managed solutions that allow agencies to respond to inquiries from the public. Permissible offerings under this SIN may include any technologies or services required to deliver and support ACCS to agencies, including but not limited to: • Technology: Automated services to include but not limited to Artificial Intelligence (AI), Chat Bots, Robotic Process Automation, Interactive Voice Response (IVR), Voice/Speech Recognition, Text-to-Speech, Voicemail, Callback, Web Callback, Email Delivery, Hosted Online Ordering, Hosted Email Web Form, Hosted FAQ Service, etc.

NOTE: Subject to Cooperative Purchasing

Special Item No. 611420: Information Technology Training

Includes training on hardware, software, cloud, and other applicable systems.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class U012 EDUCATION/TRAINING- INFORMATION TECHNOLOGY/TELECOMMUNICATIONS TRAINING

Training Courses for Information Technology Equipment and Software

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Special Item No. 811212: Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

INFORMATION TECHNOLOGY CATEGORY
HARDWARE SUBCATEGORY

SIN 811212 Hardware Maintenance Order Terms

1) Service Areas
   a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a ___(**insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

   b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Address
City State Zip Code

2) Loss or Damage
When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope
   a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.

   b) Equipment placed under maintenance service shall be in good operating condition.
      i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

      ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

      iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities
   a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

   b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5) Maintenance Rate Provisions
   a) The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

      ii) Regular Hours: The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

      iii) After Hours: Should the ordering activity require that maintenance be performed outside of regular hours, charges for such maintenance, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

      iv) Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM's service area, the charge will be negotiated at the Task Order level.

	Yes	No
Indicate if there will be an additional charge for travel and transportation.		

b) Quantity Discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity shall be provided below.

Quantity Range	Discounts
Units	%
Units	%
Units	%

INFORMATION TECHNOLOGY CATEGORY
HARDWARE SUBCATEGORY

SIN 811212 Hardware Repair Service Order Terms

1) Service Areas
   a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a ____(**insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

   b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Address
City State Zip Code

2) Loss or Damage
When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope
   a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.

   b) Equipment placed under maintenance and/or service shall be in good operating condition.
      i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

      ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

      iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities
   a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

   b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5) Repair Service Rate Provisions
   a) Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

   b) Multiple Machines: When repairs are ordered by the ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

   c) At the Contractor/OEM's Facility
      i) When equipment is returned to the Contractor/OEM's Facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc. from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
      ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.

   d) At the Ordering Activity Location (Within Established Service Areas)

i) When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates.

e) At the Ordering Activity Location (Outside Established Service Areas)

i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.

ii) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

f) Labor Rates

i) Regular Hours: Contract rates shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service, which was requested during regular hours, but performed at the convenience of the Contractor outside the regular hours.

ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

iii) Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates shall apply, and will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

Repair Service Rates

	Minimum Charge * - Regular Hours	Hourly Rate - After Hours	Hourly Rate - Sunday and Holidays
Contractor/OEM Facility			
Ordering Activity Location (Within Established Service Areas)			
Ordering Activity Location (Outside Established Service Areas)			

*MINIMUM CHARGES INCLUDE FULL ___ HOURS ON THE JOB

4) Repair Parts/Spare Parts Rate Provision

a) All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM.

b) All parts shall be furnished at the prices indicated in the Contractor's commercial pricelist dated_____, at a discount of___% from such listed prices.

ATTACHMENT I - AUTHORIZED PARTICIPATING DEALERS

Carahsoft certifies that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with all terms and conditions of this GSA Schedule.

For the complete listing of authorized participating dealers please see:

http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/authorized-dealers

ATTACHMENT II – Contractor Team Arrangements

Schedule Contractors participating in a Contractor Team Arrangement must abide by all terms and conditions of their respective contracts. This includes compliance with Clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

For the complete listing of Contractor Team Arrangements, please contact Carahsoft for details.

ATTACHMENT III – Commercial Supplier Agreements

For the complete list of Commercial Supplier Agreements vetted and approved by GSA for inclusion into the GSA Schedule Contract, please see:

http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/eula2

ATTACHMENT IV A – U.S. Government Adobe FITARA Addendum

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Adobe Category Management Offering addresses current OMB Memorandum's (M-16-04, M-16-12), Circular A-130, OFPP and, GSA Federal Cyber, electronic government and Category Management policy requirements.

The Adobe Data Centric Security and Electronic Signature Solutions provide the best-in-class technology to the federal government. Providing a streamlined avenue for agencies to acquire Adobe technology through category management will improve the acquisition and management of the proposed solutions.

Solution 1 — Adobe enterprise digital rights Category management

The Adobe Enterprise Digital Rights Management Bundle provides a DRM solution to documents allowing only people with specific credentials the ability to apply persistent protection to sensitive documents and information. With this level of dynamic protection you can revoke and change permissions within a document regardless of document location and you can protect against potential fraudulent activity. In addition, you can perform certificate based digital signatures on PDF documents when used with Acrobat*.

SKU	Description	List Price	GSA Price	Discount Level 1 >$5M Annual Spend*	Discount Level 2 >$15M Annual Spend*	Discount Level 3 >$20M Annual Spend*
210T-1423-DRM1	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 1: Up to 1,000 Users	$405,600.00	$367,623.29	8%	15%	30%
210T-1423-DRM2	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 2: Up to 5,000 Users	$625,600.00	$567,023.29	8%	15%	30%
210T-1423-DRM3	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 3: Up to 10,000 Users	$1,251,200.00	$1,134,046.58	8%	15%	30%
210T-1423-DRM4	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 4: Up to 25,000 Users	$2,777,400.00	$2,517,343.16	8%	15%	30%
210T-1423-DRM5	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 5: Up to 50,000 Users	$5,554,800.00	$5,034,686.32	8%	15%	30%

Adobe Consulting Services are required with the purchase of each bundle listed above. The recommended number of hours per bundle are listed below.

- 210T-1423-DRM1 – Up to 165 Hours
- 210T-1423-DRM2 – Up to 330 Hours
- 210T-1423-DRM3 – Up to 330 Hours
- 210T-1423-DRM4 – Up to 490 Hours
- 210T-1423-DRM5 – Up to 670 Hours

Please note: the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the GSA Schedule Price.

*Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency reaches annual spend of $5,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of $15,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of $20,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the Adobe Fiscal Year which begins on December 1st. A full listing of eligible parent and sub agencies can be found on OPM.gov located HERE.

In addition to the bundle pricing and discounts offered in the chart above, Carahsoft would like to offer the government additional discounts for all Adobe Experience Manager and Analytics software available on the GSA Schedule. Upon the purchase of any bundle listed above the ordering agency will receive 7% off any additional** Adobe Term licenses. The initial period of performance for all eligible Adobe Term Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro-rated period of performance, we will work with the agency on a per opportunity basis. The additional 7% discount for add on licenses will be offered so long as ordering agency has an active DRM Bundle Term License.

We are dedicated to providing the Enterprise Digital Rights Management solution to all federal agencies regardless of agency size. The Adobe team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.

*Bundle requires supported version of Acrobat to be installed

**Additional discounts limited to Adobe Experience Manager and Analytics Software only, excludes services and training.

Adobe Digital Rights Management Bundle - Breakout

Product Description	1,000 Users Qty	5,000 Users Qty	10,000 Users Qty	25,000 Users Qty	50,000 Users Qty
Adobe Experience Manager Forms 6.2 – On Premise Term - Per Core - 12 Months	2	2	4	8	16
Adobe Experience Manager Document Security 6.2 – On Premise Term Minimum 1000 Recipients - Per Recipient - 12 Months	1,000	5,000	10,000	25,000	50,000
Adobe Insight Client License Per Named User (12 Month Term License)	1	1	2	4	8
Adobe Insight Reporting License - Per Server Add On (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe Insight Data Transformation Functionality - License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Insight Sensor License - Per Web Server (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe File Server Unit (FSU) License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Data Processing Unit (DPU) License - Per Server (Up To 500 Gb) (12 Month Term License)	1	1	2	4	8

Solution 2 | Adobe Electronic Signatures category management

Adobe Sign

Adobe Sign is licensed in two ways: by signature transaction and by seat. The discounts below apply to either licensing model.

Pricing for the following Adobe Sign products purchased shall be in accordance with the established GSA price list/rate less the applicable guaranteed minimum discount percentages specified in the table below. Current GSA SKU's and licensing models for Sign eligible for discounts listed below are;

Licensing Model: Per Seat/User

SKU	Description	List Price	GSA Price
210-7041-ES	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Seat - Purchase Min 5 Seats Req (300 Transactions per Seat Included) - 12 Months	$540.00	$527.76

Licensing Model: Per Transaction

SKU	Description	List Price	GSA Price
210-7041-T	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Transaction 1-300 Transaction Purchase Req (Existing eSign Account Required) - 12 Month	$540.00	$527.76

Discounts are offered on a per total order basis as outlined in the table below:

Tier	Order Transaction Amount	Discount from GSA
Tier 1	$25,000.00 - $75,000.00	2%
Tier 2	$75,000.01 - $125,000.00	4%
Tier 3	$125,000.01 - $200,000.00	6%
Tier 4	$200,000.01 - $500,000.00	8%
Tier 5	$500,000.01 +	10%

*Discounts are not cumulative.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.

ATTACHMENT IV B – U.S. Government Nutanix FITARA Addendum

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Nutanix Hybrid Cloud Infrastructure Category Management Offering addresses requirements of the Data Center Optimization Initiative (DCOI) established in OMB Memorandum M-16-19, and fulfills the data center requirements of the Federal Information Technology Acquisition Reform (FITARA).

Federal customers to date have selected configurations of Nutanix software, hardware and maintenance across 42 different configurations and 1,000s of individual part numbers. Our goal here is to offer incentives in the form of solutions of the Nutanix software, hardware and maintenance bought 90% of the time with full capabilities to build a hybrid cloud infrastructure. We also considered which of these configurations purchased line up consistently with what type of deployment, labeling each solution as such.

Incentives:

To enable agencies to quickly stand up Hybrid Cloud Infrastructure and incent them to leverage lessons learned from other agencies that have built Shared Services with Nutanix. Carahsoft and Nutanix are offering four types of Hybrid Cloud Infrastructure solutions and are described in detail with corresponding incentives offers for each:

- Hybrid Cloud Infrastructure Pilot/Micro Agency Solution (Solution 1)
- Hybrid Cloud Infrastructure Base Solutions (Solutions 2-4)
- Hybrid Cloud Infrastructure Scale out Solutions (Solutions 5-8)
- Hybrid Cloud Software Defined Datacenter Solutions (Solutions 9-10)

SOLUTION 1 Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Description: Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Ideal agency investment to prove out Hybrid Cloud infrastructure, train administrators & have an entry point at minimum cost for pilots or micro agencies. Quantity one would be offered per agency/micro agency. Nutanix would also provide specific to workloads: test plans, summary of expected outcomes, federal customer references and a total cost of ownership economic study.

1. **Solution 1:** Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency

SKU	DESCRIPTION	LIST PRICE	GSA PRICE	Offer Price
422-HC-PLT-SLN	Solution 1: Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency	$164,960.62	$153,460.85	$81,242.66

SOLUTIONS 2-4 Hybrid Cloud Infrastructure Base Solutions

Description: Hybrid Cloud Infrastructure Base Solutions

Hybrid Cloud Infrastructure Base Solutions with full Nutanix Hybrid Cloud Infrastructure capabilities 75% configured with descriptions that align with initial deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be

interested in advice to incent government Shared Service centers.

2. **Solution 2:** Hybrid Cloud Infrastructure base Solution - Nutanix Enterprise Block
3. **Solution 3:** Hybrid Cloud Infrastructure base Solution - Nutanix Branch Office Block
4. **Solution 4:** Hybrid Cloud Infrastructure base Solution - Nutanix High Performance Flash Block

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-B-ENT-SLN	Solution 2: Hybrid Cloud Infrastructure Base Solution - Nutanix Enterprise Block	$225,305.74	$209,635.52	$203,376.78	$202,437.65	$200,559.39	$198,681.14	$186,083.36	$184,205.10	$181,387.72
422-HC-B-BRANCH-SLN	Solution 3: Hybrid Cloud Infrastructure Base Solution - Nutanix Branch Office Block	$96,240.99	$89,530.56	$86,863.62	$86,479.63	$85,711.65	$84,943.67	$78,125.57	$77,357.59	$76,205.62
422-B-FLASH-SLN	Solution 4: Hybrid Cloud Infrastructure Base Solution - Nutanix High Performance Flash Block	$523,995.56	$487,682.63	$473,062.67	$470,727.78	$466,057.99	$461,388.20	$444,603.14	$439,933.35	$432,928.67

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

See Workload Sizing Guide matrix below for the Solution number applied to enterprise workloads that are linear scalable. Therefore, multiples of sizing metrics can be matched to agency requirements per workload type to calculate ROMs. All sizing must be validated by Nutanix SEs, so workload mix on a single Nutanix Hybrid cloud infrastructure is considered.

SOLUTIONS 5-8 Hybrid Cloud Infrastructure Scale out Solutions

Description: Hybrid Cloud Infrastructure Scale out Solutions

Hybrid Cloud Infrastructure Scale out Solutions with full Nutanix hybrid cloud infrastructure capabilities 100% configured with descriptions that align with scale out deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be interested in advice to incent government Shared Service centers.

5. **Solution 5:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix Cold Storage Block
6. **Solution 6:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix Enterprise Block
7. **Solution 7:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix Branch Office Block
8. **Solution 8:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix High Performance Flash Block

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-SO-C-STOR-SLN	**Solution 5** Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Cold Storage Block	$91,410.54	$85,044.56	$82,508.68	$82,136.40	$81,391.82	$80,647.24	$74,806.60	$74,062.03	$72,945.16
422-HC-SO-ENT-SLN	**Solution 6** Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Enterprise Block	$314,851.08	$292,959.55	$284,210.40	$282,890.76	$280,251.48	$277,612.20	$260,612.75	$257,973.47	$254,014.55
422-HC-SO-BRANCH-SLN	**Solution 7** Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Branch Office Block	$191,651.84	$178,328.29	$172,999.82	$172,191.93	$170,576.16	$168,960.39	$158,981.90	$157,366.13	$154,942.48
422-HC-SO-FLASH-SLN	**Solution 8** Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix High Performance Flash Block	$1,002,953.80	$933,507.02	$905,495.87	$900,960.76	$891,890.56	$882,820.35	$856,174.52	$847,104.31	$833,499.00

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

SOLUTIONS 9-10 Hybrid Cloud Software Defined Datacenter Solutions

Description: Hybrid Cloud Software defined datacenter

Hybrid Cloud Software defined datacenter and Tactical platforms with Nutanix Hybrid Cloud Infrastructure capabilities, applicable to a strategy where it is ideal to source validated and Nutanix supported hardware infrastructure separately from the Nutanix software. Nutanix would consider cumulative per year volume incentive, starting over annually.

9. **Solution 9:** Hybrid Cloud Software defined datacenter Solution – 4 node software only enterprise
10. **Solution 10:** Hybrid Cloud Tactical infrastructure software Solution – 8 node software only tactical

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4
422-HC-SW-TACT-SLN	**Solution 9** Hybrid Cloud Software defined datacenter Solution	$81,600.00	$79,967.76	$74,419.20	$73,603.20	$72,787.20	$71,563.20
422-HC-SW-SSERV-SLN	**Solution 10** Hybrid Cloud Tactical Infrastructure Software Solution	$163,200.00	$159,935.52	$148,838.40	$147,206.40	$145,574.40	$143,126.40

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency reaches annual spend of $500,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of $1,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of $2,000,000.00
- Level 4 Discount Level is reached when parent agency reaches annual spend of $5,000,000.00

Sizing is specific to Nutanix partner hardware platforms and available upon request from Nutanix systems engineers. All Nutanix validated and supported partner hardware platforms build and deploy systems by node count. Eight and four node solutions were selected because that is the full scale out configuration of the individual partner hardware platforms for enterprise and tactical solutions.

Nutanix Software capabilities that are included with each of the solutions to enable the Nutanix Hybrid Cloud infrastructure regardless of whether the hardware is procured from Nutanix or separately from a Nutanix certified and supported hardware vendor:

Webscale hyper converged architecture, Nutanix Acropolis application mobility fabric, Acropolis distributed storage fabric, PRISM Enterprise management, Acropolis hypervisor, Acropolis file services, Acropolis block services, Acropolis Container services, Nutanix Cloud Connect, Shared Service self-service portal, data locality, data tiering, compression, de-duplication, security hardening, security control monitoring, security control breach automated remediation, NIST security control documentation for ATO, 1 year HW and SW maintenance including all software updates with 24x7x365 phone support - 4 hr response with non-returned disk service.

ATTACHMENT IV C - U.S. Government VERITAS FITARA Addendum

Introduction

Veritas Enterprise Data Management empowers government departments, on the federal and local level, to combine key capabilities from a family of solutions that reduces complexity, streamlines operations, and empowers agencies to recognize enormous business value.

With Veritas Enterprise Data Management solutions, federal agencies can have the insight and availability they need to understand what information they have, know how to keep it protected, and realize what they should delete. This leads to the best possible return on information (ROI): the ability to gain better visibility and insight into unstructured data and to control, store, and protect citizen information.

SOLUTIONS Enterprise Data Management Solutions

Carahsoft will provide the following Veritas Enterprise Data Management Solutions through the GSA Schedule at the following discount options.

Product Family	Description/Business Value
360 DATA MANAGEMENT	Veritas 360 Data Management offerings provide data visibility, compliance readiness, business continuity, data protection and recoverability, while maintaining data/workload portability and storage optimization All product SW/HW components are included *See Bundle Information on page
DATA INSIGHT	Veritas Data Insight helps organizations improve unstructured data governance to reduce costs, reduce risk, and achieve compliance through actionable intelligence into data ownership, usage, and access controls All product SW components
EDISCOVERY	From ECA and keywords to concepts and TAR, Veritas' eDiscovery Platform provides the ultimate analysis toolkit for isolating potentially relevant items, revealing context, and prioritizing what's most important 8100/8200 APPLIANCES, Collector SW all included
EV 247	EV 247 frees customers from the overheads of owning, running, or managing email and file archives by leveraging Microsoft Azure cloud platforms, powered by the world's leading archiving technology. This is a cloud platform, software archiving solution, and managed service all in one All product SW components, cloud storage, and management fees are included
INFOSCALE	Veritas InfoScale minimizes downtime by providing high availability and disaster recovery over any distance for your critical business services, including individual databases, custom applications, and complex multitier applications across physical and virtual environments All product SW components included

Enterprise Data Management Platform – Aggregate (Both Product & Services) Agency Spend with Initial Enterprise Support and Service Option from Below	**Discount Level 1 >$3M Annual Spend***	**Discount Level 2 >$8M Annual Spend***	**Discount Level 3 >$15M Annual Spend***
	2%	5%	10%

One of the following Veritas Consulting Services are strongly recommended with the purchase of each product family listed above. The Service Descriptions and recommended number of hours per family is listed below:

Service Option	Service Personnel	Service Description
1	Business Critical Services Assist (BCS) – Proactive Product Account Management	Business Critical Services (BCS) Assist. Provides a designated, accountable Business Critical Coordinator (BCC) to oversee, support delivery, and assist with case management and escalations during local business hours for rapid response, priority queuing, helps ensure preventable issues don't recur (through quarterly reporting), and that solutions and recommendations are documented for future reference.
2	Remote Product Specialist (RPS) - On-Call, Dedicated Specialist	Remote Product Specialists (RPS). Get your mission critical application up and running as quickly as possible in the event of an issue or an unplanned outage. Includes an assigned, advanced level product expert to personalize your support experience and ensure priority call queuing.
3	On-Site Business Critical Engineer (BCE) - On-Site Resource	A Business Critical Engineer (BCE). Optimizes the Veritas environment. The BCE can minimize downtime by identifying potential issues before they impact performance and help optimize solutions so that each product feature is used fully to maximize the value from your software investment

Recommended Minimum by Discount Level – Services Only

		Recommended Service Options		
Aggregate Revenue for Agency	**Services Discount Level**	**BCS**	**RPS**	**BCE Consultant FTE = 2040 hrs**
$0 - $8M	Discount Level 1 (2%)	1 / per product	1/ per product	500 Hours
$8M - $15M	Discount Level 2 (5%)	1 / per product	1 / per product	1,020 Hours
>$15M	Discount Level 3 (10%)	2 / per product	2 / per product	2,040 Hours

SUPPORT SKUs for NetBackup

For any agency with NetBackup currently installed or with the initial purchase of NetBackup, premier services offerings are available through the following bundles on the Carahsoft GSA. Offered skus are inclusive of Netbackup licensing, estimated service hours below, and either a SW or HW based Netbackup appliance.

As a rule of thumb, Veritas and Carahsoft recommend the following estimates of service hours in support of our software installations. These estimates are based on Front End TB count of the backup environment:

- < 100TB – 80 hours
- 101-250TB – 120 hours
- 250-500TB – 180 hours
- > 500TB – 240 hours

Please note: the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the full GSA Schedule price.

Per Agency Aggregate Spend Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following:

- Level 1 Discount Level is reached when parent agency reaches annual spend of $3,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of $8,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of $15,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the ***Veritas Fiscal Year which begins on April 1st***. A full listing of eligible parent and sub agencies can be found in the Appendix.

The initial period of performance for all support/maintenance contracts that come with eligible Veritas Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro-rated period of performance, we will work with the agency on a per opportunity basis.

We are dedicated to providing the Enterprise Data Management solutions to all federal agencies regardless of agency size. The Veritas team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.

Discounts cannot be combined with discounts offered on existing Blanket Purchase Agreements or contracts that an agency may have in place with Carahsoft or an authorized Veritas/Carahsoft reseller.

For the full pricelist table please use the following link:
https://www.carahsoft.com/application/files/4615/4418/8823/VERITAS_TC_TABLE.pdf

ATTACHMENT V – Approved IT Manufacturers

Approved IT Manufacturers:

Please reference GSA eLibrary:

https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-0119Y&contractorName=CARAHSOFT+TECHNOLOGY+CORPORATION&executeQuery=YES

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Contract with Invasive Management Services Inc for herbicide spraying of drainage ditches and Bates Field landfill for one year, renewable for two additional one year periods.

General fund.

Amount of Contract:
$124,470.00 per year

Funding Source

Project #	**Discretionary Funds**
Project String 1004-2086-42070	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2022 Spraying Invasive	Cover Memo	6/23/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	6/29/2022 - 5:01 PM
Legal	Kern, Chris	Approved	6/30/2022 - 12:13 PM
Legal	Kern, Chris	Approved	6/30/2022 - 12:14 PM
Mayors			6/30/2022 - 2:32

Office	Montgomery, Brandi	Approved	PM

R E S O L U T I O N

Sponsored by: Mayor 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, a contract, by and between the City of Mobile and Invasive Management Services Inc., for Herbicide spraying of drainage ditches and detention basins of $53,985 per application and Herbicide spraying of Bates Field Land field at $6,250 per application 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

AGENDA ITEM SUMMARY SHEET

Agenda of: _____ (Date) Item No. _____

Submitted by: PURCHASING (Department) JOHN PAINE (Department Head)

Sponsored by: WILLIAM S. STIMPSON (Name) MAYOR (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: HERBICIDE SPRAYING OF DRAINAGE CANAL AND BATES FIELD LANDFIELD

PURPOSE & SCOPE OF PROJECT:
VENDOR TO SPRAY HERBICIDE ON DRAINAGE CANALS AND BATES FIELD LANDFIELD. DRAINAGE DITCHES TO BE SPRAYED TWICE AND BATES FIELD LANDFILL WILL BE SPRAYED TWICE.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $124,470.00 PER YEAR

FUNDING SOURCE:

Budget Item: 1004-2086-42070 Discretionary Funds: N/A

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: N/A Matching funds: N/A

Associated Costs:

Current year (itemize)
Type: N/A Amount: N/A

Future years
Year: N/A Amount: N/A

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

Effective date of contract: UPON COUNCIL AWARD

Renewal date of contract (if applicable): FEBRUARY 2023

If not bid, state reason: _____

How many bidders received bid packages (if applicable): 18

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:

_____

_____

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq*. (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, Invasive Management Services Inc (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

Herbicide spraying of drainage ditches and detention basins of $53,985 per application. Herbicide spraying of Bates Field Land field at $6,250 per application.

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above
(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

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

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

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, the City has the right to terminate the Agreement and pay only for work 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.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to 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 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.

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. See Exhibit C which is attached hereto and incorporated by reference herein.

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 provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. 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 ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, 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 the 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:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

7920 SCHILLINGER PARK RD

MOBILE ALA 36608

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

By signing this contract, Provider 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,

[signature], Its PRESIDENT (title)

HUNTER LaPOINTE

On behalf of Invasive Management Services Inc

6-21-22 Date

State of Alabama

Mobile County

I, KeAundra Brandon, a Notary public in and for said County and State, hereby certify that HUNTER LaPOINTE, whose name is known to me, acknowledged before me on this the 21st day of June, 2022 that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

[signature]

Notary Public

My Commission expires on: 11/17/2024

CITY,

_____

Its Mayor

_____ Date

KEAUNDRA BRANDON NOTARY PUBLIC MY COMMISSION EXPIRES 11-17-2024 AT LARGE ALABAMA STATE

ATTEST:

_____

City Clerk

_____ Date

EXHIBIT A

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

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

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

Typed by: sd Buyer: 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:
05/12/2022	5685	PUBLIC WORKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Tuesday, June 7, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	HERBICIDE TREATMENT OF BATES FIELD LANDFILL AND DRAINAGE CHANNELS The City of Mobile is seeking bids on City of Mobile as per the following and attached specifications. Vendors shall provide the full cost of a complete Herbicide Treatment as specified below. The City defines Herbicide Treatment as an application to remove undesirable weeds and to encourage the establishment of desireable low growing vegetation, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the spraying based upon weather conditions. The City's desire is to have all areas treated (1 cycle) once in June and once starting in the third week of August and to be completed by the end of the third week of September, unless the City notifies the contractor otherwise. There is no guarantee on the number of cycles to be completed. Since weather has a significant impact on growth, optimum cycle times will be determined by the City of Mobile.					

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within 15 days of receipt of P.O.

Firm Name Invasive Management Services Inc

Typed Signature HUNTER LAPOINTE

By Hunter LaPointe

ll allow a discount 0 % 20 days from date of receipt of goods
rrect invoice of completed order.

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

BID CONTINUATION SHEET

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

In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed spraying cycles to explain any variances in spraying cycle times; payment shall not be made for a missed operation.

If a contractor is unable to fulfill obligations of the contract on any of their awarded areas, all of the areas awarded to them will be terminated. The City is the sole determiner of whether the vendor is operating at the capacity required

This bid will be awarded on a group basis.

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 years (Spraying Seasons). If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the Herbicide Treatment awards for a second or third year.

The City is interested in starting the Herbicide program in June, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:

-Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.

-Their City of Mobile Business License Number.

-Their registration with the E-Verify Program, Federal and State.

-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Invasive Management Services Inc

By _____

We will allow a discount 0 % 20 days from date of receipt of goods

BID CONTINUATION SHEET

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

The following is required and must be filled in:

Registration Number with Secretary of State Office 368-173

City of Mobile Business License Number 111057

E-Verify Enrollment Number 1421905

Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES X NO____

Contractors who bid must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a Vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of the Service Contract is included in this bid package. This Contract does not need to be signed or returned with this Bid.

If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.

The City has the right to tell the contractor when to begin a Herbicide application. The City has the right to tell a Vendor when not to execute an application due to dry weather/drought, slowing of the growing season or funding.

City of Mobile provides a link to maps of the ditches and landfill.

City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until cycle is completed and inspected.

Inspection to take place no earlier than 21 days after completion. Invoice may be issued after completion, however, no payment will be made until completion of inspection.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Invasive Management Services Inc

By [signature]

We will allow a discount 0 % 20 days from date of receipt of goods

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

When a Vendor submits their bill for a completed cycle, Vendor shall also include the following:

The Daily Pesticide/Herbicide Application sheet for each of the ditches in the bill being submitted. (see attached)

A bid bond is not required.

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 PM, Tuesday, June 7, 2022.**

Any bids delivered after **12:01 PM** will be returned unopened.

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the **12:01 PM, Tuesday, June 7, 2022,** date for the bid.

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Pricing for this bid to be good for the current season to **September 30, 2022.**

For questions about this bid submit your questions by e-mail to purchasing@cityofmobile.org.

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Invasive Management Services Inc

By [signature]

We will allow a discount 0 % 20 days from date of receipt of goods

BID CONTINUATION SHEET

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

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under **BID #5685.**

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications

This is a sealed bid; your response must be in a sealed envelope that has the **BID #5685** on the outside **and/or** the date and time of the bid opening: **12:01 PM, Tuesday, June 7, 2022.**

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

The City reserves the right to award some, all, or none of the bids received on this bid.

This bid is being awarded for one (1) year period (Spraying Season). At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional years (Spraying Seasons). If extended, the terms, conditions, and pricing shall not change. The City reserves the right to extend all or none of the Herbicide awards for a second or third year.

TO BE AWARDED ON AN ITEM OR GROUP BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Invasive Management Services Inc

By _____

We will allow a discount 0 % 20 days from date of receipt of goods

MAPS OF EACH DRAINAGE CHANNEL/AREA ARE VIEWABLE AT THE FOLLOWING LINK:

Click on following or paste to your computer search

https://maps.cityofmobile.org/bids/5685/HerbicideSprayContract2022.pdf

Herbicide Treatment Drainage Channels
Herbicide Treatment of Bates Field Landfill

The Links/Addresses will be operational on May 12, 2022.

PRICING

Price to do one (1) year of all City drainage ditches and detention basins.

$ $53,985.00

Price to do one (1) spraying of Bates Field Landfill.

$ $6,250.00

Paine, John

From: InvasiveManagement Services <invasivemanagementservices@yahoo.com>
Sent: Thursday, June 9, 2022 2:52 PM
To: Purchasing
Subject: rfb 5685

CAUTION: External Email

Good evening John

We were at the bid opening for the herbicide contract and if we understood correctly, it was said we may have the opportunity to clarify our prices. The bid document says the City has the right to add or take away cycles so we quoted a per cycle price not the full annual cycle price. The price that we quoted is a per cycle price. If based on a 2 cycle price our price for the ditches & ponds would be $107,970.00 and a one time price of $6,250 for Bates Field. We apologize for any confusion.

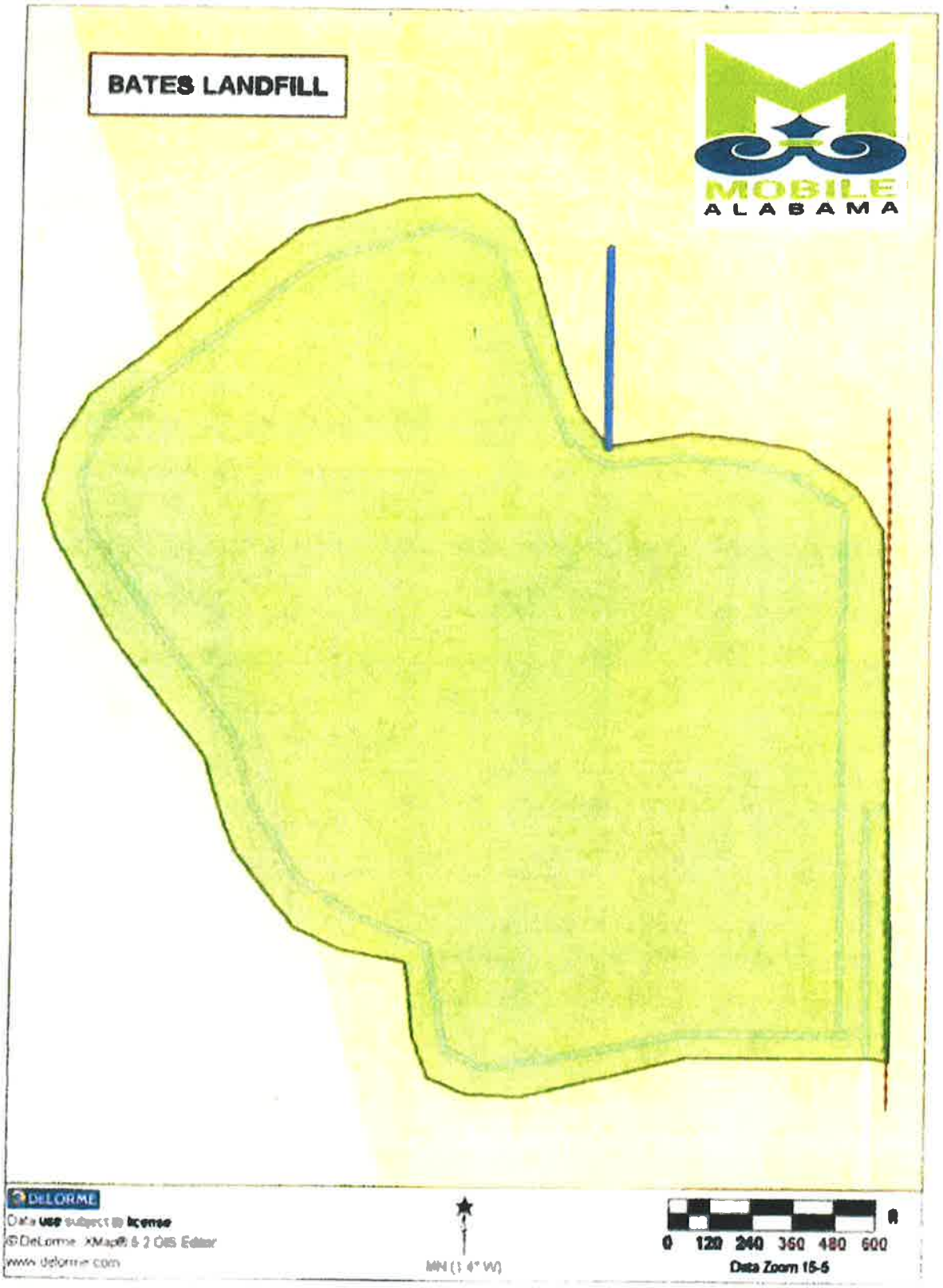
Thank you for your consideration.

Hunter LaPointe
President
251-331-4833 Cell

INVASIVE MANAGEMENT SERVICES INC
7920 Schillinger Park Rd
Mobile Ala 36608
251-631-3033

DETENTION PONDS TO BE SPRAYED

S Detention Pond 1	Commerce BLVD E	
Three Mile Extension	Nell ST	
Three Mile Extension	Cox ST	
Three Mile	Zeigler BLVD / CIR. E	Cody RD N
NW Dentention Pond 5	164 3rd AVE	
NW Dentention Pond 6	184 4th AVE	
NW Dentention Pond 7	315 Siena Vista ST	


BATES LANDFILL
MOBILE
ALABAMA
DeLORME
Data use subject to license
©DeLorme XMap® 6 2 GIS Editor
www.delorme.com
MN (1.4° W)
0 120 240 360 480 600
Data Zoom 15-5

Daily Pesticide Application Sheet												
Name of Property	Date	Time	Chemical Name	EPA Registration Number	Rainfall Imminent? Y or N	Wind	Within 25ft of Storm Drain	Rate	Mixed Amount Used Liquid (in gallons)	Mixed Amount Used Dry (in pounds)	Name of Applicator

NAME	DESCRIPTION	PAGE
NW 3	1701 W I65 SVC RD N RUNS S BEHIND AL DOT	2
E 170	1958 CARDINAL W TO 1209 BELLE COUR E	37
E 171	1958 CARDINAL W TO 1209 BELLE COUR E	37
E 172	1958 CARDINAL W TO 1209 BELLE COUR E	37
E 7	AL HWY DEPT W SIDE UNION ST & 1519 UNION ST	2
SW 227	BEH 3746 HALLS MILL & 1733 INDUSTRIAL PARK DR	45
E 181	BEHIND 1551 CARDINAL W TO BESIDE 1650 RAVEN	37
E 60	BEHIND 1757 RAVEN	37
E 60	BEHIND 1950 CARDINAL W INTO TREE LINE	37
S 54	BEHIND 2501 AVE G	41
SW 80	BEHIND 3726 & 3742 HALLS MILL RD	45
E 177	BIRDVIEW S SIDE CARDINAL E BTWN 1951	37
E 182	BIRDVIEW W SIDE RAVEN_BEHIND RESIDENCE	37
E 185	BIRDVIEW_E SIDE JAY	37
E 188	BIRDVIEW_E SIDE SUMMER BEHIND RESIDENCE	38
E 189	BIRDVIEW_E SIDE SUMMER BEHIND RESIDENCE	38
E 190	BIRDVIEW_E SIDE SUMMER BEHIND RESIDENCE	38
E 289	BIRDVIEW_E SIDE SUMMER BEHIND RESIDENCE	38
E 290	BIRDVIEW_E SIDE SUMMER BEHIND RESIDENCE	38
E 187	BIRDVIEW_S SIDE RAVEN_BEHIND 1461 RAVEN	37
E 186	BIRDVIEW_S SIDE RAVEN_BEHIND RESIDENCES	37
SW 203	BOLTON BRANCH BTWN AZALEA & DAVIDSON SCHOOL	24
SW 203	BOLTON BRANCH BTWN AZALEA & DAVIDSON SCHOOL	33
SW 204	BOLTON BRANCH BTWN DAVIDSON SCHL DR & MONTLIMAR	24
SW 204	BOLTON BRANCH BTWN DAVIDSON SCHL DR & MONTLIMAR	33
SW 205	BOLTON BRANCH BTWN MONTLIMAR & DOG RIVER	33
SW 205	BOLTON BRANCH BTWN MONTLIMAR & DOG RIVER	34
E 276	BOLTONS BRANCH - BEHIND 2464 & 2514 MCLAUGHLIN DR	36
E 276	BOLTONS BRANCH - BEHIND 2464 & 2514 MCLAUGHLIN DR	40
E 274	BOLTONS BRANCH - W SIDE 3110 HALLS MILL	40
E 275	BOLTONS BRANCH - W SIDE 3110 HALLS MILL	40
E 126	BOLTONS BRANCH BEHIND 2550 & 2614 FLEETWOOD N	40
E 273	BOLTONS BRANCH BEHIND 3200 & 3206 HALLS MILL RD	40
E 134	BOLTONS BRANCH E - 965 DELMAR & 970 SHADY BROOK	34
E 136	BOLTONS BRANCH E - 967 KENNY & 3004 GOVT SERV RD	35
E 132	BOLTONS BRANCH E - E I-65 SERV & 964 DELMAR	34
E 133	BOLTONS BRANCH E - E SIDE 3245 PLEAS VALLEY	34
E 137	BOLTONS BRANCH E - S SIDE GOVT TO HALLS MILL	35
E 138	BOLTONS BRANCH E - S SIDE HALLS MILL TO MCVAY	36
E 282	BOLTONS BRANCH E_967 KENNY & 3004 GOVT SERV RD	35
E 320	BOLTONS BRANCH E_967 KENNY & 3004 GOVT SERV RD	35
E 279	BOLTONS BRANCH E_E I-65 SERV & 964 DELMAR	34
E 280	BOLTONS BRANCH E_E I-65 SERV & 964 DELMAR	34
E 284	BOLTONS BRANCH E_S SIDE GOVT TO HALLS MILL	35
E 284	BOLTONS BRANCH E_S SIDE GOVT TO HALLS MILL	36
E 281	BOLTONS BRANCH E969 SHADY BROOK & 966 KENNY	34
E 281	BOLTONS BRANCH E969 SHADY BROOK & 966 KENNY	35
E 131	BOLTONS BRANCH N SIDE 1250 SATCHEL PAIGE DR	39
E 131	BOLTONS BRANCH N SIDE 1250 SATCHEL PAIGE DR	35
E 124	BOLTONS BRANCH S SIDE HANK AARON STADIUM	40
E 129	BOLTONS BRANCH S SIDE MCVAY TO NAVCO	36

E 128	BOLTONS BRANCH W SIDE 2517 MCLAUGHLIN	40
E 125	BOLTONS BRANCH W SIDE OF 3110 HALLS MILL	35
E 125	BOLTONS BRANCH W SIDE OF 3110 HALLS MILL	40
E 321	BOLTONS BRANCH_N SIDE 1250 SATCHEL PAIGE DR	39
E 322	BOLTONS BRANCH_N SIDE 1250 SATCHEL PAIGE DR	39
E 323	BOLTONS BRANCH_N SIDE 1250 SATCHEL PAIGE DR	39
SW 7	BTWN 1010 & 1050 WESLEY AVE	23
NW 82	BTWN 7363 AND 7349 TENTH ST	19
NW 71	BTWN AARON DR S & WARRINGWOOD BEHIND HOMES	18
NW 71	BTWN AARON DR S & WARRINGWOOD BEHIND HOMES	19
NW 73	BTWN FOUTAINE AND AARON DR W BEHIND HOMES	19
SW 201	BTWN MONTLIMAR_958 & MONTLIMAR_1020	25
S 43	BTWN STEWART & DUNAWAY_ S OF STEWART PARK	50
SW 139	CRESTVIEW PARK	44
SW 139	CRESTVIEW PARK	47
SW 6	DETENTION POND_BTWN MCNEILL AVE & WESLEY AVE	23
E 139	DITCH BTWN OLD SHELL AND DAUPHIN AT RR TRACKS	13
E 140	DITCH BTWN OLD SHELL AND DAUPHIN AT RR TRACKS	13
E 141	DITCH BTWN OLD SHELL AND DAUPHIN AT RR TRACKS	13
E 142	DITCH BTWN OLD SHELL AND DAUPHIN AT RR TRACKS	13
E 143	DITCH BTWN OLD SHELL AND DAUPHIN AT RR TRACKS	13
S 55	DITCH S OF AVENUE N AND W OF MICHIGAN AVE	41
S 56	DITCH S OF FIRST ST	41
SW 238	DOG RIVER BTWN AIRPORT & MICHAEL	25
SW 238	DOG RIVER BTWN AIRPORT & MICHAEL	34
SW 239	DOG RIVER BTWN AIRPORT & MICHAEL	25
NW 114	DOG RIVER BTWN DAUPHIN & AIRPORT	15
NW 115	DOG RIVER BTWN DAUPHIN & AIRPORT	15
NW 115	DOG RIVER BTWN DAUPHIN & AIRPORT	25
NW 116	DOG RIVER BTWN DAUPHIN & AIRPORT	25
SW 92	DOG RIVER BTWN MICHAEL & PLEASENT VALLEY	34
SW 92	DOG RIVR BTWN PLEASENT VALLEY & COTTAGE HILL	34
S 24	DRAIN SYSTEM BEHIND RESIDENCE_ROSEDALE & COLEY	49
S 22	DRAIN SYSTEM BEHIND RESIDENCE_ROSEDALE & COLEY	49
S 23	DRAIN SYSTEM BEHIND RESIDENCE_ROSEDALE & COLEY	49
S 25	DRAIN SYSTEM BEHIND RESIDENCE_ROSEDALE & COLEY	49
S 26	DRAIN SYSTEM BEHIND RESIDENCE_ROSEDALE & COLEY	49
S 27	DRAIN SYSTEM BEHIND RESIDENCE_ROSEDALE & COLEY	49
E DETENTION POND 1	E DETENTION POND 1	10
E DETENTION POND 2	E DETENTION POND 2	30
E DETENTION POND 3	E DETENTION POND 3	30
E 238	E END OF NALL ST AT THREE MILE CREEK	10
E 202	E I65 SVC RD - S OF BLTLINE PK DR S	2
S 22	E SIDE COLEY_N OF OGBURN	49
S 22	E SIDE COLEY_S OF OGBURN	49
S 50	E SIDE DIP - N OF HANNON	50
E 176	E SIDE EAGLE TO N SIDE CARDINAL E_BEHIND RES	37
NW 57	E SIDE FOREST RIDGE RD W BEHIND HOMES	6
NW 58	E SIDE FOREST RIDGE RD W BEHIND HOMES	6
E 180	E SIDE GULF FIELD E_BEHIND RES	37
SW 176	E SIDE HILLCREST_CHERRY RIDGE & MAGNOLIA PL S	42
SW 175	E SIDE HILLCREST_GIRBY & CHERRY RIDGE	42

NW 81	E SIDE OF 7370 TENTH ST	19
E 103	E SIDE OF SHELBY ST RUNS TO PAPER MILL RD	1
NW 72	E SIDE OKLAHOMA DR WOODS BEHIND HOMES	18
E 211	E SIDE RAVEN AT HURTEL	37
SW 140	E SIDE SHAN DR E_BEHIND 4153 & 4161	44
SW 69	E SIDE SHAN DR E_BEHIND 4163 & 4167	44
SW 68	E SIDE SHAN DR E_BEHIND 4201 & 4325	44
SW 68	E SIDE SHAN DR E_BEHIND 4201 & 4325	47
E 200	E SLAVA CREEK BTWN COTTAGE HILL & GOVERNMENT	27
E 205	ESLAVA CREEK - BTWN GOVERNMENT & PINEHILL	28
E 205	ESLAVA CREEK - FROM PINEHILL TO HOLCOMBE	28
E 205	ESLAVA CREEK - FROM PINEHILL TO HOLCOMBE	29
E 207	ESLAVA CREEK - FROM PINEHILL TO HOLCOMBE	29
E 208	ESLAVA CREEK - SIDE 2152 HALLS MILL	29
E 208	ESLAVA CREEK - W SIDE 2152 HALLS MILL	29
E 197	ESLAVA CREEK BTWN AIRPORT & AIRPORT SRVCE RD	26
E 303	ESLAVA CREEK BTWN AIRPORT SERVC RD & BELAIR	26
E 198	ESLAVA CREEK BTWN BELAIR & S SAGE	27
E 201	ESLAVA CREEK BTWN COTTAGE HILL & GOVERNMENT	27
E 201	ESLAVA CREEK BTWN COTTAGE HILL & GOVERNMENT	28
E 198	ESLAVA CREEK BTWN ESLAVA CREEK PKWY & BEL AIR	26
E 198	ESLAVA CREEK BTWN ESLAVA CREEK PKWY & BEL AIR	27
E 203	ESLAVA CREEK BTWN GOVERNMENT & PINEHILL	28
E 199	ESLAVA CREEK BTWN S SAGE & COTTAGE HILL	27
E 91	ESLAVA CREEK E OF SPRINGDALE BLVD	14
E 91	ESLAVA CREEK E OF SPRINGDALE BLVD	26
E 262	ESLAVA CREEK E OF SPRINGDALE MALL	26
E 92	ESLAVA CREEK E OF SPRINGDALE MALL	26
S 44	FROM DEADEND OF DUNAWAY TO HANNON RD	50
S 45	FROM DEADEND OF DUNAWAY TO HANNON RD	50
S 89	HWY 90 N SIDE 5675 USHY 90 W	53
S 88	HWY 90_S SIDE 5631 USHY 90 W	53
E 306	ICE HOUSE BRANCH N OF BANKHEAD ST	29
E 307	ICE HOUSE BRANCH S OF BANKHEAD ST	29
NW 146	IN WOODS BTWN 4TH AVE & FAIRWAY AVE	20
E 34	MEDIAN BTWN I10 W OFF MICHIGAN	38
SW 217	MONTLIMAR CRK_1263 SPRING VAL DR E	44
SW 217	MONTLIMAR CRK_1263 SPRING VAL DR E	45
SW 216	MONTLIMAR CRK_1417 AZALEA RD & AZALEA RD	44
SW 218	MONTLIMAR CRK_4055 GRAND HERON WAY	45
SW 215	MONTLIMAR CRK_AZALEA & MOORE CRK	44
SW 215	MONTLIMAR CRK_AZALEA & MOORE CRK	47
SW 213	MONTLIMAR CRK_COTTAGE HILL & GOVERNMENT	34
SW 222	MONTLIMAR CRK_COTTAGE HILL & GOVERNMENT	34
SW 222	MONTLIMAR CRK_COTTAGE HILL & GOVERNMENT	39
SW 224	MONTLIMAR CRK_S SIDE GOVERNMENT	39
SW 224	MONTLIMAR CRK_S SIDE GOVERNMENT	45
SW 223	MONTLIMAR CRK_UNDER I65	39
SW 146	MOORE CRK_1536 AZALEA & I10	48
SW 142	MOORE CRK_BEHIND 1515 & 4151 SHAN DR E	44
SW 66	MOORE CRK_E SIDE GOVT BLVD & 1513 SHAN DR E	44
SW 144	MOORE CRK_HALLS MILL TO 1536 AZALEA RD	47

SW 144	MOORE CRK_HALLS MILL TO 1536 AZALEA RD	48
SW 145	MOORE CRK_S SIDE 1536 AZALEA RD	48
SW 143	MORE CRK_CRESTVIEW PARK TO HALLS MILL	44
SW 143	MORE CRK_CRESTVIEW PARK TO HALLS MILL	47
NW 150	N CEDAR ST AT CODY RD S	19
NW 2	N OF 2001W I65 SVC RD	2
NW 56	N OF DIANE CT BEHIND HOMES	6
E 178	N SIDE GULF FIELD N_BEHIND RES	37
E 179	N SIDE GULF FIELD N_BEHIND RES	37
E 93	N SIDE OF WALMART ON E I65 SVC RD	14
NW 126	N SIDE OVERLOOK BTWN CARLISLE & DEERWOOD	6
NW 49	N SIDE OVERLOOK BTWN CARLISLE & DEERWOOD	6
NW 52	N SIDE OVERLOOK BTWN CARLISLE & DEERWOOD	6
E 296	N SIDE RR_BTWN S WASHINGTON & S SCOTT	32
S 3	N SIDE RR_W OF S CONCEPTION N OF BAKER ST	32
NW 81	N SIDE TENTH ST BTWN 13TH	19
E 61	N SIDE WERKLAND ST_BTWN NOEL & SIDNEY PHILLIPS	9
E 62	N SIDE WERKLAND ST_BTWN NOEL & SIDNEY PHILLIPS	9
S 46	NORTHEAST CORNER OF BOYKIN & ALBA CLUB	51
NW DETENTION POND 1	NW DETENTION POND 1	19
NW DETENTION POND 2	NW DETENTION POND 2	19
NW DETENTION POND 3	NW DETENTION POND 3	17
NW DETENTION POND 4	NW DETENTION POND 4	7
NW DETENTION POND 5	NW DETENTION POND 5	20
NW DETENTION POND 6	NW DETENTION POND 6	20
NW 85	NW SIDE FLAVE PIERCE RD	21
E 316	ON E BRDR OF ADDRESS BARKSDALE DR E_501	27
SW 202	ON S BRDR OF MONTLIMAR_951 INTO DOG RIVER	25
SW 199	ON W BRDR OF DOWNTOWNER LOOP S_828	24
S 49	PERCH CREEK E SIDE DIP & N OF HANNON	50
S 47	PERCH CREEK N SIDE HANNON RD	50
S 48	PERCH CREEK N SIDE HANNON RD	50
S 2	PILLANS_RR TO N SIDE PILLANS	32
S 1	PILLANS_S SIDE S LAWRENCE AT S FRANKLIN TO RR	32
SW 4	PINEHURST W SIDE HENCKLEY_BTWN 914 & 950	23
S 53	RABBY CREEK BTWN PERIMETER RD AND MICHIGAN AVE	41
SW 200	S BRDR OF DOWNTOWNER LOOP S_828	24
SW 200	S BRDR OF DOWNTOWNER LOOP S_828	25
S DETENTION POND 1	S DETENTION POND 1	52
SW 114	S END OF HENCKLEY AVE	23
NW 152	S OF MORLEE DR S BEHIND HOMES	6
S 51	S SIDE AVE G_RABBY CREEK	41
S 52	S SIDE AVE G_RABBY CREEK	41
NW 112	S SIDE COLLEGE LN BTWN DU RHU & RIMES	14
NW 112	S SIDE COLLEGE LN BTWN DU RHU & RIMES	15
NW 113	S SIDE COLLEGE LN BTWN DU RHU & RIMES	15
E 240	S SIDE HURTEL_BTWN ANTWERP & GHENT	37
E 241	S SIDE HURTEL_BTWN ANTWERP & GHENT	37
E 239	S SIDE HURTEL_BTWN GHENT & HOUSTON	37
E 240	S SIDE HURTEL_BTWN GHENT & HOUSTON	37
E 242	S SIDE HURTEL_BTWN TITMOUSE & ANTWERP	37
SW 1	S SIDE OF AIRPORT_BTWN CODY RD & WPROVIDENCE PK	22

NW 147	S SIDE OLD SHELL RD BTWN HOLLY & CODY	19
E 183	S SIDE RAVEN_1651 RAVEN TO 1962 EAGLE	37
E 184	S SIDE RAVEN_1651 RAVEN TO 1962 EAGLE	37
E 295	S SIDE RR_BTWN S WASHINGTON & S BROAD	31
E 295	S SIDE RR_BTWN S WASHINGTON & S BROAD	32
SW 196	SPRING CRK_ W SIDE 4815 HALLS MILL	46
SW 188	SPRING CRK_BTWN 5155 & 5167 MAUDELAYNE DR	43
SW 194	SPRING CRK_DEMETROPOLIS TO HALLS MILL	46
SW 195	SPRING CRK_GOVERNMENT & DEMETROPOLIS	46
SW 192	SPRING CRK_N SIDE GIRBY AT SPRING CRK	43
SW 192	SPRING CRK_N SIDE GIRBY AT SPRING CRK	46
SW 185	SPRING CRK_N SIDE YORKWOOD S AT SPRING CRK	43
SW 186	SPRING CRK_S SIDE YORKWOOD S AT SPRING CRK	43
SW 183	SPRING CRK_TIMBERLANE PARK	43
SW 83	SPRING CRK_W SIDE 5101 GIRBY	46
SW DETENTION POND 1	SW DETENTION POND 1	23
SW DETENTION POND 2	SW DETENTION POND 2	23
SW DETENTION POND 3	SW DETENTION POND 3	23
SW DETENTION POND 4	SW DETENTION POND 4	23
E 191	TENESSEE ST DITCH S SIDE OF LADD STADIUM N OF RR TRACK	30
E 291	TENESSEE ST DITCH_ N SIDE RR_BTWN OWENS & S ANN	31
E 292	TENESSEE ST DITCH_N SIDE RR_ BTWNGAYLE & OWENS	31
E 293	TENESSEE ST DITCH_N SIDE RR_BTWN GAYLE & CHARLES	31
E 293	TENESSEE ST DITCH_N SIDE RR_BTWN MARINE & CHARLES	31
E 294	TENESSEE ST DITCH_N SIDE RR_BTWN S BROAD & MARINE	31
E 297	TENESSEE ST DITCH_N SIDE RR_BTWN WILKINSON & I10	32
E 298	TENESSEE ST DITCH_N SIDE RR_BTWN WILKINSON & I10	32
E 192	TENESSEE ST DITCH_S SIDE RR_BTWN SCOTT & FRONTAGE	32
E 299	TENESSEE ST DITCH_S SIDE RR_BTWN SCOTT & FRONTAGE	32
NW 95	THREE MILE CREEK BEHIND MCCOY OUTDOORS	4
NW 95	THREE MILE CREEK BEHIND MCCOY OUTDOORS	9
NW 99	THREE MILE CREEK BEHIND MCCOY OUTDOORS	9
E 237	THREE MILE CREEK BTWN NALL ST & MOBILE ST	10
E 8	THREE MILE CREEK E SIDE I65_BTWN MEADOR & ARMOUR AVE	4
E 49	THREE MILE CREEK E SIDE OF MOBILE ST	10
E 37	THREE MILE CREEK N SIDE INDIAN CREEK DR N	11
E 37	THREE MILE CREEK N SIDE INDIAN CREEK DR N	12
NW 99	THREE MILE CREEK NORTH OF SPRINGWOOD DR	5
NW 99	THREE MILE CREEK NORTH OF SPRINGWOOD DR	9
E 225	THREE MILE CREEK S OF USA MED CTR TO RIDGE RUN N	10
E 38	THREE MILE CREEK SO OF LAKE DRIVE TRI PARK	11
E 38	THREE MILE CREEK SO OF LAKE DRIVE TRI PARK	11
E 43	THREE MILE CREEK W OF RIDGE RD W TO STANTON RD	10
E 43	THREE MILE CREEK W OF RIDGE RD W TO STANTON RD	11
E 46	THREE MILE CREEK W OF RIDGE RUN RD W	10
NW 7	THREE MILE CREEK W SIDE I-65_MOFFETT TO I-65	4
E 251	THREE MILE CREEK W SIDE ST STEPHENS RD	12
NW 79	THREE MILE CREEK WOODS BEHIND ZEIGLER CIR E	8
NW 80	THREE MILE CREEK WOODS BEHIND ZEIGLER CIR E	8
E 35	THREE MILE CREEK_BTWN ST STEPHENS RD & DR MLK AVE	12
E 35	THREE MILE CREEK_E SIDE OF DR MLK JR AVE	3
E 35	THREE MILE CREEK_E SIDE OF DR MLK JR AVE	12

E 5	TRINITY GARDENS PARK_W OF POOL	2
NW 90	TWELVE MILE CREEK BTWN EAST DR & S UNIVERSITY	16
NW 87	TWELVE MILE CREEK BTWN FOREMAN RD & HILLCREST RD	22
NW 92	TWELVE MILE CREEK E SIDE VANDERBILT DR	16
NW 90	TWELVE MILE CREEK EAST DR & S UNIVERSITY	16
E 91	UNNAMED STREAM E OF SPRINGDALE BLVD	14
E 91	UNNAMED STREAM E OF SPRINGDALE BLVD	26
E 63	UNNAMED STREAM S OF WERKLAND ST	9
E 64	UNNAMED STREAM S OF WERKLAND ST	9
E 66	UNNAMED STREAM SW CORNER OF DAUPHIN GATE APTS	14
E 65	UNNAMED STREAM W OF DAUPHIN GATE APTS	9
E 65	UNNAMED STREAM W OF DAUPHIN GATE APTS	14
E 67	UNNAMED STREAM W OF NORTHGATE DR	14
NW 148	W CODY RD S BTWN OLD SHELL & CEDAR ST	19
NW 149	W CODY RD S BTWN OLD SHELL & CEDAR ST	19
NW 4	W I65 SVC RD_N OF DESIRRAH DR S	2
NW 5	W I65 SVC RD_N OF DESIRRAH DR S	2
NW 5	W I65 SVC RD_N OF DESIRRAH DR S	4
NW 6	W I65 SVC RD_N OF DESIRRAH DR S	2
S 30	W SIDE CEDAR POINT BEHIND TREELINE	49
S 31	W SIDE CEDAR POINT BEHIND TREELINE	49
E 174	W SIDE EAGLE TO E SIDE CARDINAL W BEHIND RES	37
SW 198	W SIDE OF DOWNTOWNER BHND ADDRESS 718	24
SW 8	W SIDE PINEMONT DR_BTWN CHANDLER & MCMURRAY	23
E 210	W SIDE RAVEN AT HURTEL	37
E 36	W SIDE ST STEPHENS RD_BTWN COX & 3 MILE CRK	12
S 28	W SIDE TODD ACRES_DOWNEY & DEADEND	52
E 308	WOODCOCK CREEK BTWN AIRPORT & CREEK ST_2460	28
E 95	WOODCOCK CREEK BTWN BRIERWOOD & GRANT	27
E 95	WOODCOCK CREEK BTWN BRIERWOOD & GRANT	28
E 94	WOODCOCK CREEK BTWN GRAFHILL DR S & THORNHILL	27
E 96	WOODCOCK CREEK BTWN GRANT & MOUNT ISLAND DR W	28
E 99	WOODCOCK CREEK BTWN MOUNT ISL DR E & AIRPORT	28
E 97	WOODCOCK CREEK BTWN MOUNT ISL DR W & AIRPORT	28
E 98	WOODCOCK CREEK BTWN MOUNT ISL DR W & AIRPORT	28
E 100	WOODCOCK CREEK BTWN PINEHILL & MT ISL DR E	28
E 101	WOODCOCK CREEK BTWN PINEHILL DR & WESTWOOD ST	28
E 101	WOODCOCK CREEK BTWN WESTWOOD ST & CRENSHAW	28
E 204	WOODCOCK CREEK_BTWN GOVT AND ESLAVA CREEK	28
NW 55	WOODS BEHIND 1403 FOREST RIDGE RD W	6
NW 78	WOODS BEHIND ZEIGLER CIR E	8
NW 53	WOODS BTWN AVONLEA	6
NW 83	WOODS BTWN PERRY	19
NW 84	WOODS SOUTH OF FOURTH ST TO HOLDING POND	19

Herbicide Treatment of Drainage Canals and Bates Field Landfill

Scope of Work:

Drainage Canals

This contract is for the purpose of vegetation management on designated drainage canals within the City of Mobile. The intent of herbicide treatments is to facilitate water flow by eliminating vegetation that may impede the flow of water while also maintaining the integrity of the banks by permitting low growing vegetation to establish and prevent erosion.

On terrestrial areas, the contractor is required to apply herbicides to selectively control all woody vegetation that exceeds or could potentially exceed four feet in height, including trees, brush, cane, bamboo, reeds and invasive species. The vegetation that should remain after treatment includes annuals, perennials and grasses.

In aquatic zones, which includes from the edge of the water at each bank and any vegetated points in between, including those areas that may have developed due to siltation or shallow water, the contractor is required to control all emerged vegetation with a non-selective herbicide.

For areas that include rip rap, gabion baskets, and concrete sides and walls, the contractor is required to control all vegetation with an environmentally acceptable herbicide.

Terrestrial areas on drainage canals shall be treated from water's edge to the outside of the banks a minimum of 10 ft. from the top of the ditch or to the edge of the right of way, as appropriate and cleared. Pick up all litter, place it in litterbags and pull tires up to the street and remove. Tires must be separated from litter.

It is the contractor's responsibility to visit the included list of canals prior to bidding. Many are lengthy and some areas may be difficult to access with equipment. All are in an aquatic environment that may be wet or muddy and difficult to access without equipment.

Bates Landfill

This portion of the contract is for the purpose of herbicide treatments at the landfill to eliminate all broadleaves and vegetation that may penetrate the landfill cap and establish a full cover of grass to prevent erosion. Grass should be cut approximately 5-6 inches with a Bush Hog (for grooming purposes).

For areas that include rip rap, the contractor is required to control all vegetation with an environmentally acceptable herbicide.

If necessary, mowing at landfill may be done in July/August and will be done via a separate contractor or by City Personnel.

Treatments:

- There shall be two treatments per year, the first starting in June of the year of award (first week of May, if award extended for second and third years) with the second starting the third full week in August. Treatments must be completed within four weeks or 28 calendar days from the starting date.
- In the event that treatments are delayed due to weather, records shall be kept and presented to justify not finishing within 28 days, excluding any follow up treatments that may be required. Rain may justify a delayed treatment, but the contractor is expected to have the appropriate equipment to allow them to enter muddy or boggy areas that may result from rainfall. Treatments exceeding the four week completion period, not withstanding days where documented rainfall justifies a delay, are subject to a 1% penalty per day of the treatment price (treatment of all drainage canals and/or the landfill).
- If after inspection it is determined that 95% of all target vegetation has not been adequately controlled due to omission or inadequate herbicide activity, a follow up treatment may be required. The contractor may request a joint inspection of treated areas to discuss where follow up treatments are necessary. Follow up treatments must be completed within two weeks of notification that a follow up treatment is necessary and/or the joint inspection. Rain may justify a delayed follow up treatment if documented. Subsequent retreatments may be necessary until target vegetation is adequately controlled. Payment may be delayed until follow up treatment effectiveness has been verified. If required, follow up treatments are considered a part of the bid price. These re-treatments will not be limited to frequency, timing and/or area until the target vegetation is adequately controlled.

Qualifications:

- In order to bid, the firm submitting the bid must have at least five years experience in vegetation management, including:
  - Work history with treating drainage canals and aquatic areas similar to the scope of work required in this bid must be submitted with the bid
  - In addition to the summary of work history, at least 3 references must be included with bid
- This contract may not be sub-contracted to another company. The work must be performed by the contractor that is awarded the bid.
- The bidding firm must submit a list of the equipment that they possess that they intend to use to fulfill the terms of the contract; or they must show intent to purchase the necessary equipment required to fulfill the contract specifications.

- The bidding firm must possess all necessary licenses to be able to spray herbicides
- The following licenses/permits are required:
    - *State of Alabama General Contractor's License for Herbicide Application (required by Ala. Code 34-8-1 (1975)*
    - *State of Alabama Contractor's License for Herbicide Application (required by Ala. Code 34-8-1, et. seq. (1975)*
    - *Alabama Department of Agriculture and Industries Professional Services Permit (required by Ala. Code 2-27-2 (1975)*
    - *Commercial Pesticide Applicator Certification for Rights of Way and Aquatic for each applicator*
    - *Someone possessing a State of Alabama Commercial Pesticide Applicator certified in Rights of Way and Aquatic categories must be on site at all times when applications are being made*

Herbicides and Surfactants:

- Herbicide choices are not dictated, but a treatment plan must be submitted with the bid and the herbicides and their intended rate of application listed must be pre-approved
- The City will review all treatment plans submitted with the bid. Treatment plans the City deems to be ineffective, inadequate, unsafe, or unfeasible may be disapproved and the corresponding bid rejected. Such review and decision will be the sole discretion of the City.
- The contractor may not use restricted use herbicides
- In addition to the herbicide name, a label and SDS, along with the application rate and the target vegetation must be submitted for approval
- The method of application, including equipment and personnel to be used, should be submitted with the bid
- An inspection of the listed equipment may be requested
- It shall be noted if more than one herbicide is to be used in combination with others
- Surfactants must also be submitted for approval
- Herbicide approval is contingent upon it being appropriately labeled for the specified use
- The contractor must comply with all pesticide application requirements as set forth on the label as well as those requirements from the Alabama Department of Agriculture and Commerce, Division of Plant Industries and the Federal Environmental Protection Agency
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used

- A Daily Pesticide Application Sheet must be kept and submitted upon completion of each cycle and upon request

Miscellaneous:

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing each drainage canal. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow, which would require the contractor to revisit the site before payment is released.
- This contract is for one season with the option to renew the contract for two additional seasons
- City may inspect job site at any time
- Work may be performed during daylight hours (dawn to dusk)
- Contractor shall not use equipment on wet or sloped areas that will cause rutting or damage to the existing vegetation that may lead to erosion
- Equipment operators shall yield to pedestrians and, when crossing roads, avoid disrupting vehicular activity
- Contract employees shall be neat, well groomed, and shall wear identifiable uniforms
- Contract employees shall be courteous to the public at all times
- Tree pruning shall remain the responsibility of the City
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.
- Contractor shall not trespass on private property
- Contractor must be capable of spraying in potentially wet, muddy or aquatic areas and be prepared to demonstrate how they plan to accomplish this

Safety:

- Contractor shall comply with all applicable OSHA and ADEM rules and regulations.
- Contractor shall have an appropriate (right of ways and aquatics) Commercial Pesticide Applicators License; all regulations governing pesticide application shall be adhered to; applicator must have the appropriate license or be present during the application; pesticide applicators license information must be on site during the treatments
- Contractor shall post notices of herbicide application and re-entry periods if required by regulations
- Contractor shall provide effective safety training to employees.
- Contractor shall designate a competent person at each work site who has the responsibility and authority to stop work until all safety conditions are met.

- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
    - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
    - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
    - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
    - All equipment guards must be in place
    - Equipment must be properly maintained and free of leaks
    - Contractor to take all reasonable precautions to ensure the safety and protection of property, vehicles, and pedestrians; the contractor shall be liable for any and all damage or injuries resulting from their work.
    - The City has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
    - Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall immediately notify City in the event of a spill
    - Repeated failure to comply with safety issues may result in contract termination.
    - Contractor shall notify the City of Mobile of any incidents reported to them.

Payment:

- When a cycle is completed the contractor shall notify the City that it is ready for inspection and submit an invoice
- Daily Pesticide Application Sheets must be submitted with the invoice; failure to do so may result in non-payment
- If, after inspection, it is concluded that the target vegetation was effectively treated the invoice will be submitted to the Accounting Department for payment
- If any follow up treatments are necessary, the contractor will be notified. The contractor is required to complete the follow up treatments within two weeks. When the follow up treatments are completed the contractor will again notify the City and another inspection will be done when the herbicide(s) have had a chance to have an effect on the target vegetation. If, after the second inspection, it is concluded that the target vegetation was effectively treated the invoice will be submitted to the Accounting Department for payment.

- Payment will not be approved until the target vegetation has been effectively treated

EXHIBIT B

INVAMAN-01 BWINTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/23/2022

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

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

PRODUCER	CONTACT NAME: Barbara Winton
Thomas, Harrison & Assoc Insurance Agency, Inc. PO Box 507 Montrose, AL 36559	PHONE (A/C, No, Ext): (251) 621-2180 FAX (A/C, No): E-MAIL ADDRESS: cservice@thomas-harrison.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Owners Insurance Company	32700
INSURER B : AUTO-OWNERS INSURANCE	18988
INSURER C : Travelers Casualty Insurance Company of Americ	19046
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Invasive Management Services, Inc.
7920 Schillinger Park Road
Mobile, AL 36608

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		38226662	5/15/2022	5/15/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			5177110300	5/15/2022	5/15/2023	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			5177110301	5/15/2022	5/15/2023	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		UB1T164411	1/7/2022	1/7/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Equipment Floater			38365151	6/13/2022	6/13/2023	Scheduled Equip	202,285
B	Equipment Floater			38365151	6/13/2022	6/13/2023	Rented/Leased	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is Additional Insured with respect to the General Liability

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile, AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Maria A. Davison

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EXHIBIT C

Alabama Secretary of State

Invasive Management Services, Inc.	
Entity ID Number	000 - 368 - 173
Entity Type	Domestic Corporation
Principal Address	10965A TANNER WILLIAMS ROAD MOBILE, AL 36608
Principal Mailing Address	10965A TANNER WILLIAMS ROAD MOBILE, AL 36608
Status	Exists
Place of Formation	Mobile County
Formation Date	07/14/2016
Registered Agent Name	LAPOINTE, SHANNON
Registered Office Street Address	10965A TANNER WILLIAMS ROAD MOBILE, AL 36608
Registered Office Mailing Address	10965A TANNER WILLIAMS ROAD MOBILE, AL 36608
Nature of Business	SERVICE:LANDSCAPE,IRRIGATION,RIGHT OF WAY,PIPELINE MAINTENANCE.
Capital Authorized	10,000@ $0.1PV
Capital Paid In	
Directors	
Director Name	LAPOINTE, HUNTER
Director Street Address	10965A TANNER WILLIAMS ROAD MOBILE, AL 36608
Director Mailing Address	10965A TANNER WILLIAMS ROAD MOBILE, AL 36608
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Incorporator Mailing Address	100 W.BROADWAY,SUITE 100 GLENDALE, CA 91210
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	2020

Invasive Management Services, Inc.	
Transactions	
Transaction Date	08/01/2016
Miscellaneous Filing Entry	New Entity Effective 07-14-2016 15:07
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/01/2016 Certificate of Formation 4 pgs.

Browse Results New Search

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

INVASIVE MANAGEMENT SERVICESSHANNON LAPOINTE
7920 SCHILLINGER PARK RD
MOBILE AL 36608-5238

YEAR	LICENSE NO.
2022	111057
ISSUED	EXPIRES
3/17/2022	12/31/2022

LANDSCAPE - GARDNER/LAWN CARE
SP TRD CON IRRIGATION/SPRINKLR

Donna G. Bryars

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

INVASIVE MANAGEMENT
7920 SCHILLINGER PARK RD
MOBILE, AL 36608-5238

173 T1 P1

TH&A
Thomas, Harrison & Associates
Insurance Agency, Inc.

Post Office Box 507
Montrose, Alabama 36559

251.621.2180
855.847.2313
FAX 251.621.2189

June 3, 2022

City of Mobile
Purchasing Agent
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile Ala 36644

RE: Invasive Management Services Inc
Certificate of Insurance - RFB5685

Purchasing:

Please be advised that evidence of insurance meeting the insurance requirements for the RFB 5685 bid shall be supplied within two days of notification that the bid has been awarded.

Thank you,

Lynda Reeves

Commercial Lines Department

Thomas, Harrison and Associates

Insurance Agency, Inc.

251-621-2180 Phone

Lynda@thomas-harrison.net

INVAMAN-01 BWINTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/6/2022

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

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

PRODUCER
Thomas, Harrison & Assoc Insurance Agency, Inc.
PO Box 507
Montrose, AL 36559

CONTACT NAME: Barbara Winton
PHONE (A/C, No, Ext): (251) 621-2180 FAX (A/C, No):
E-MAIL ADDRESS: cservice@thomas-harrison.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Owners Insurance Company	32700
INSURER B : AUTO-OWNERS INSURANCE	18988
INSURER C : Travelers Casualty Insurance Company of Americ	19046
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Invasive Management Services, Inc.
7920 Schillinger Park Rd
Mobile, AL 36608

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	38226662	5/15/2022	5/15/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	X		5177110300	5/15/2022	5/15/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X 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						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X		5177110301	5/15/2022	5/15/2023	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A		X	UB1T164411	1/7/2022	1/7/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Equipment Floater			38365151	6/13/2022	6/13/2023	Scheduled Equip	202,285
B	Equipment Floater			38365151	6/13/2022	6/13/2023	Rented/Leased	250,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Maria A. Davison

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Invasive Management Services Inc

- ***Vegetation Management***
- ***Right of Way***
- ***Aerial Inspection***

WORK HISTORY AND REFERENCES

The following is a list of customers where the bidder has done related work. The bidder has over 5 years experience in the scope of work required.

COMPANY	CONTACT/REFERENCE	SCOPE OF WORK
MAWSS 4275 Moffett Rd Mobile Ala 36618	STEVE DAVIS 251-694-3100	HERBICIDE APPLICATIONS INCLUDING AQUATIC PROTOCOLS FOR ROW, DITCH, CANAL AND RESERVOIR
CONSTRUCTION LABOR SERVICES INC 4275 Frank Maples Rd Eight Mile Ala 36613	RANDY BISHOP 251-298-8293	ROW AND EASEMENT HERBICIDE TREATMENT FOR WATER SYSTEMS AND MUNICIPALITIES
DWWSB Demopolis Water Works and Sewer Board Demopolis, Ala	BROOKS McCANTS 334-289-3328	HERBICIDE APPLICATIONS FOR ROW OF WATER SYSTEMS
MAXWELL AFB 101 W Kilpatrick Montgomery Al 36112	BETH OSGOOD 334-580-0055	HERBICIDE APPLICATIONS INCLUDING AQUATIC PROTOCOLS FOR ROW, DITCH AND WATERWAYS
CORP OF ENGINEERS 176 Armor RD Ft McClellan Ala 36205	John Davidson 256-847-4565	ROW HERBICIDE APPLICATIONS FOR FT McCLELLAN AND PELHAM RANGE
ENTERPRISE PRODUCTS DIXIE PIPELINE 1345 Old 41 Highway Milner, Ga 30257	ROBERT MARTIN 334-782-1234 334-275-3605	HERBICIDE APPLICATIONS INCLUDING AQUATIC PROTOCOLS FOR ROW AND WETLAND AREAS

7920 Schillinger Park Rd. Mobile, Alabama 36608 Office: 251-631-3033 invasivemanagementservices@yahoo.com

INVASIVE MANAGEMENT SERVICES INC

EQUIPMENT SCHEDULE

QUANTITY	UNIT	DESCRIPTION
2	SIDE BY SIDE	100 GALLON SPRAYER
2	JOHN DEERE TRACTOR	200 GALLON BOOMLESS SPRAYER
3	ATV	40 GALLON SPRAYER
8	BACKPACK	SPRAYERS

STATE OF ALABAMA

MOBILE COUNTY

CONTROL NO.
5812051

ACCOUNT NO.
555311

LICENSE NO.
2200829

ISSUED TO:

INVASIVE MANAGEMENT SERVICES
LAPOINTE, HUNTER
7920 SCHILLINGER PARK RD
A
MOBILE, AL 36608

LICENSE YEAR
2021-2022

DATE ISSUED		
10	05	2021
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:
7920 SCHILLINGER PARK RD A
MOBILE, AL 36608

EXPIRES
September 30, 2022
RENEW IN OCTOBER

RL:
U6 - #5812051 - T2 ~ P3210101 - M20

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	Construction companies or contractors ($200k+)	375.00	2.25	0.00	0.00	0.00	377.25

TRANSFER OF LICENSE

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Name of Purchaser

Issuing Authority

Kathleen D. Baxter
State Comptroller

Vernon Barnett
Commissioner of Revenue

NICK MATRANGA

Issuing Authority

	TOTAL	377.25
	MAIL FEE	1.00
	TOTAL WITH MAIL FEE	378.25

716

STATE OF ALABAMA

BID LIMIT: D

AMOUNT: 1,000,000.00

LICENSE NO.: 53572

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

INVASIVE MANAGEMENT SERVICES INC

MOBILE, AL. 36608

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

SC: LANDSCAPING, SC: ROW MAINTENANCE, SC: SPRINKLER SYSTEMS

until **March 31, 2023** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

1st day of **April, 2022**

182244

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

747

HUNTER K LAPOINTE

is certified as a

Commercial Applicator

Categories: AQ, GRD, ROW

Expiration: 5/28/2025

Permit #: 2002897



PESTICIDE APPLICATOR PERMIT

Department of
AGRICULTURE &
INDUSTRIES

Richard Beard Building
1445 Federal Drive
Montgomery, AL 36107

Pesticide Management ~ Certification Unit
Commercial: (334) 240-7240 ~ Private: (334) 240-7286
www.agi.alabama.gov/divisions/pesticide-management

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

STATE OF ALABAMA

CUSTOM PESTICIDE APPLICATOR'S LICENSE

CUSTOM PESTICIDE BUSINESS LICENSE

LICENSE #: **2022 - 5000515**

LICENSED BUSINESS OPERATION CATEGORIES/TYPES: **AQ, ROW, GRD**

THIS IS TO CERTIFY THAT

INVASIVE MANAGEMENT SERVICES
7920 SCHILLINGER PARK ROAD
MOBILE AL 36608

AL ACCOUNT ID: 000P2K

IS IN FULL COMPLIANCE WITH ALL APPLICABLE ALABAMA STATUTES AND IS AUTHORIZED TO ENGAGE IN THE ACTIVITIES AND PRACTICES PROVIDED FOR THEREIN.

ISSUED AT MONTGOMERY ALABAMA ON 02/03/2022

THIS LICENSE EXPIRES DECEMBER 31, 2022 UNLESS PREVIOUSLY REVOKED

OPERATOR: HUNTER K LAPOINTE, AQ, GRD, ROW

Tony L. Cofer

TONY L COFER
DIVISION DIRECTOR

Rick Pate
Commissioner Of Agriculture And Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

STATE OF ALABAMA

ALABAMA PERMIT FOR PROFESSIONAL SERVICES

HORTICULTURAL BUSINESS LICENSE

LICENSE #: **2022 - 6001419**

LICENSED BUSINESS OPERATION CATEGORIES/TYPES: **OTPS, SLP**

THIS IS TO CERTIFY THAT

INVASIVE MANAGEMENT SERVICES
7920 SCHILLINGER PARK ROAD
MOBILE AL 36608

AL ACCOUNT ID: 000P2K

IS IN FULL COMPLIANCE WITH ALL APPLICABLE ALABAMA STATUTES AND IS AUTHORIZED TO ENGAGE IN THE ACTIVITIES AND PRACTICES PROVIDED FOR THEREIN.

ISSUED AT MONTGOMERY ALABAMA ON 08/18/2021

THIS LICENSE EXPIRES SEPTEMBER 30, 2022 UNLESS PREVIOUSLY REVOKED

OPERATOR: FRED DONALD LINCOLN, OTPS

OPERATOR: ROGER LAPOINTE, SLP

JOE DEBROW JR
PROGRAM DIRECTOR

Rick Pate
Commissioner Of Agriculture And Industries

720

SAFETY

TH&A
Thomas, Harrison & Associates
Insurance Agency, Inc.

Post Office Box 507
Montrose, Alabama 36559

251.621.2180
855.847.2313
FAX 251.621.2189

March 31, 2022

Reference: **Invasive Management Services; 7920 Tanner Williams Road, Mobile, AL 36608**
Worker's Compensation EMR Rating

Travelers Casualty Insurance Company - Policy # UB1T164411
January 7, 2022 – January 7, 2023; EMR .96

Bridgefield Casualty Insurance Company - Policy # 0999-11888
March 31, 2021 – January 7, 2022; EMR 1.00
March 31, 2020 – March 21, 2021; EMR 1.00

AlaComp W.C. Fund – Policy # 10547
January 1, 2020 - March 31, 2020; EMR 1.00
January 1, 2019 - January 1, 2020; EMR 1.00

Please feel free to contact our office should you have any questions.

Thank you,

Lynda Reeves
Commercial Lines Department
Thomas, Harrison and Associates
Insurance Agency, Inc.
251-621-2180 Phone
Lynda@thomas-harrison.net

EXHIBIT D

E-Verify

Company ID Number: 1421905

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Invasive Management Services Inc
Company Facility Address	7920 Schillinger Park Rd Mobile, AL 36608
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	813383718
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S Stimpson

Purpose and Scope of Project:

Contract with 2 CEES LLC for right of way ditch mowing services along Dauphin Island Parkway and in Cypress Shores, for one year, renewable for two additional one year periods.

General fund.

Amount of Contract:

$111,800 first year, $223,600.00 for 2nd year and for 3rd year

Funding Source

Project # **Discretionary Funds**

Project String 1004-2086-42070 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2022 2CEES Cypress DIP Ditches	Cover Memo	6/23/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	6/29/2022 - 5:00 PM
Legal	Kern, Chris	Approved	6/30/2022 - 11:34 AM
Legal	Kern, Chris	Approved	6/30/2022 - 11:38 AM

Mayors Office	Montgomery, Brandi	Approved	6/30/2022 - 2:31 PM

RESOLUTION

Sponsored by: Mayor 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, a contract, by and between the City of Mobile and 2 CEES LLC., for Right of Way ditch Mowing 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

AGENDA ITEM SUMMARY SHEET

Agenda of: _____ (Date) Item No. _____

Submitted by: PURCHASING (Department) JOHN PAINE (Department Head)

Sponsored by: WILLIAM S. STIMPSON (Name) MAYOR (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: RIGHT OF WAY DITCH MOWING

PURPOSE & SCOPE OF PROJECT:
TO PROVIDE RIGHT OF WAY DITCH MOWING SERVICES IN THE DAUPHIN ISLAND PARKWAY AND CYPRESS SHORES AREAS.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $111,800 FY22 $223,600 FY23 & FY24

FUNDING SOURCE:

Budget Item: 1004-2086-42070 Discretionary Funds: N/A

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: N/A Matching funds: N/A

Associated Costs:

Current year (itemize)
Type: N/A Amount: N/A

Future years
Year: N/A Amount: N/A

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

Effective date of contract: UPON COUNCIL AWARD

Renewal date of contract (if applicable): FEBRUARY 2023

If not bid, state reason: _____

How many bidders received bid packages (if applicable): 30

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq*. (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, 2 CEES LLC (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

Dauphin Island Parkway Right of Way Ditch Mowing $41,900 per cut.
Cypress Shores Right of Way of Ditch Mowing $14,900 per cut.

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above
(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

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

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

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, the City has the right to terminate the Agreement and pay only for work 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.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to 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 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.

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. See Exhibit C which is attached hereto and incorporated by reference herein.

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 provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. 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 ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, 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 the 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:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

5705 Katherine Hankins Drive
Theodore, AL 36582

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

By signing this contract, Provider 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,

CHARLES D. CARTER, II, Its OWNER (title)

On behalf of 2 CEES LLC

22 JUNE 2022 Date

State of Alabama

Mobile County

I, Mesha Scott, a Notary public in and for said County and State, hereby certify that Charles D Carter II, whose name is known to me, acknowledged before me on this the 22nd day of June, 2022, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Mesha Scott
Notary Public
My Commission expires on: April 27, 2025

CITY,

_____
Its Mayor

_____ Date

MESHA SCOTT
Notary Public
Alabama State at Large
My Commission Expires Apr 27, 2025

ATTEST:

_____
City Clerk

_____ Date

EXHIBIT A

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: **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:
4/25/2022	5674	PUBLIC WORKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 12:01 pm, Friday, May 6, 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.					
	RIGHT OF WAY DITCH MOWING SERVICES The City of Mobile is seeking bids on mowing of City of Mobile Ditches in the Trinity Garden Area as per the following and attached specifications. Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, and blowing of specific streets named below. The City defines a mowing cycle (cycle) as having a ditch or area mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions. The City's desire is to have all areas mowed in an eight (8) week cycle or four (4) times per year between **May 2022**, and **November 30, 2022**. The mowing cycles will have all areas mowed in fifty six (56) days starting in **May 2022**. There is no guarantee on the number of cycles to be completed. The City's desire is to have all areas mowed (1 mowing cycle) once every eight (8) weeks or fifty six (56) days unless the City notifies the contractor otherwise. Unless explained by the occurrence of a natural disaster (a named tropical storm or hurricane), if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the cost of the streets that exceeded the cycle per day that the cycle time is exceeded.					
			TOTAL		64,900	00

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within 14 days of receipt of P.O.

Firm Name 2CEES LLC

Typed Signature CHARLES CARTER, II

By Charles Carter, II

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

BID CONTINUATION SHEET

UANTITY	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

If a contractor is unable to fulfill obligations of the contract on any of their awarded ditches, all of the ditches awarded to them will be terminated. The City is the sole determiner of whether the vendor is operating at the capacity required.

This bid will be awarded on an area basis or group basis as defined on sheet called, **Right of Way Ditch Mowing Service Pricing**.

The City is interested in starting the mowing as soon as possible, per the attached schedule, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:

-Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.

-Their City of Mobile Business License Number.

-Their registration with the E-Verify Program, Federal and State.

-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 1 day of notification.

The following is required and must be filled in:

Registration Number with Secretary of State Office 834-773

City of Mobile Business License Number 117149

E-Verify Enrollment Number CCAR0922

Insurance Carrier can provide Certificate of Insurance for City Requirements within ONE (1) day of notification: YES ✓ NO ____

Contractors who bid on more than one area must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a Vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

TOTAL 55,900 00

ETURN ONE SIGNED COPY OF THIS QUOTATION
N ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name 2CEES LLC

By CHARLES CARTER, II

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

BID CONTINUATION SHEET

UANTITY	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

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of the Service Contract is included in this bid package.

Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing.

If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.

The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding.

City of Mobile provides with this bid maps and photos of the mowing areas of each of the groups of ditches involved.

The contractor shall notify the City every two weeks of the streets that have been completed; the contractor shall be paid for the streets that have been completed during that two week period; the payment shall be based on the percentage of the linear feet of each ditch on each street as compared to the total linear feet of ditches within the contract area, based on the total contract price; if a cycle time for the area exceeds eight weeks, the contractor will be penalized 2% per day of the total cost of those streets that exceeded the eight week cycle.

When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following:

The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the ditch mowed.

At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted ditches.

A bid bond is not required.

						TOTAL	55,900	00

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name 2CEES LLC

By CHARLES CARTER, II

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

BID CONTINUATION SHEET

UANTITY	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

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 PM, Friday, May 6, 2022**

Any bids delivered after **12:01 PM, Friday, May 6, 2022,** will be returned unopened.

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the **12:01 PM, Friday, May 6, 2022,** date and time for the bid.

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Pricing for this bid to be good for the current mowing season to **December 31, 2022.**

Maps for this bid may be viewed at:

https://maps.cityofmobile.org/bids/5674/index.html

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org.

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under **Bid #5674.**

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications

This is a sealed bid; your response must be in a sealed envelope that has the **Bid #5674 and your company name** on the outside or the date and time of the bid opening.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

						TOTAL	55,900	00

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name 2CEES LLC

By CHARLES CARTER II

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

BID CONTINUATION SHEET

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

The City reserves the right to award some, all, or none of the bids received on 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 years (Mowing Seasons). If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the Ditch Mowing Group awards for a second or third year (Mowing Seasons).

TO BE AWARDED ON AN ALL OR NONE BASIS.

						TOTAL	55,900	00

RETURN ONE SIGNED COPY OF THIS QUOTATION
N ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name 2 CCES LLC

By CHARLES CARTER, II

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

RIGHT OF WAY DITCH MOWING SERVICES

PRICING SHALL BE A TOTAL PRICE/COST TO MOW
ALLTHE DITCHES IN EACH GROUP/AREA

DAUPHIN ISLAND PARKWAY DITCH MOWING
PRICE FOR 1 COMPLETE CYCLE $ 41,900.00

CYPRES SHORES DITCH MOWING
PRICE FOR 1 COMPLETE CYCLE $ 14,000.00

TRINITY GARDENS DITCH MOWING
PRICE FOR 1 COMPLETE CYCLE $ [illegible] NO BID

ADDENDUM

CITY OF MOBILE BID #5674 FOR RIGHT OF WAY DITCH MOWING SERVICES

April 28, 2022

RE: City of Mobile Bid #5674 for Right of Way Ditch Mowing Services

Please consider the following to be ADDENDUM to City of Mobile Bid #5674 for RIGHT OF WAY DITCH MOWING SERVICES.

Page 5 of 5
DELETE:
To Be Awarded All or None.

REPLACE WITH ATTACHED:
To be Awarded on a per Item Basis.

Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile

JP/sd

EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER biBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com
INSURED 2 CEES LLC 5705 Katherine Hankins Drive Theodore, AL 36582	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Berkshire Hathaway Direct Insurance Company — 10391 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 0
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 0
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$ 0
	OTHER:						PRODUCTS - COMP/OP AGG	$ 0
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		N9WC633533	06/07/2022	06/07/2023	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

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

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Suite 408
Mobile, AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Binder of Insurance

nding issuance and delivery of a policy pursuant to the application of the sured and to all the terms and conditions of the policy issued by the company e

ate Farm Mutual Automobile Insurance Company

Does hereby insure: INGRID BURTON & CARTER &
CHARLES D CARTER
5705 KATHERINE HANKINS DR
THEODORE, AL 36582-1919

th loss payable to: CITY OF MOBILE
205 GOVERNMENT ST
MOBILE, AL 36602-0001

ssor as Additional Insured and Loss Payee:
BRANCHES LLC 15371 LEE HWY BRISTOL VA 24202-4013

Policy Number: 173 3389-A09-01F

Year	Make	Vehicle Identification Number (VIN)
2017	FORD F250 SD PICKUP	1FT7W2BT0HEE91023

Coverages

Liability	Comprehensive	Collision Ded
250/500/100	$1000	$1000

fective June 23, 2022, expiring not to exceed thirty (30) days hence d to become void immediately upon the issuance of a policy in place hereof.

Y PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM NTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF SLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A AUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO IMINAL AND CIVIL PENALTIES.

Date _____, ____ _____
Authorized Representative

EXHIBIT C

Alabama Secretary of State

2CEES, LLC	
Entity ID Number	000 - 834 - 773
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Houston County
Formation Date	02/10/2021
Registered Agent Name	REGISTERED AGENTS INC
Registered Office Street Address	212 W TROY STREET STE B DOTHAN, AL 36303
Registered Office Mailing Address	212 W TROY STREET STE B DOTHAN, AL 36303
Nature of Business	
Organizers	
Organizer Name	PEREZ, AYLEEN
Organizer Street Address	Not Provided
Organizer Mailing Address	Not Provided
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/10/2021 Certificate of Formation 3 pgs.

Browse Results New Search

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

INSTRUCTIONS: Mail one (1) signed original and one (1) copy of this completed form along with a self-addressed, stamped envelope with the filing fee of $200.00 (credit card, check, or money order) to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103-5616**. The Secretary of State shall pay the sum of $100.00 to the county treasurer for the county in which the office of the initial registered agent for that entity is located. The Certificate will not be registered if the credit/debit card does not authorize and will be removed from the index if the check is dishonored ($30 fee).

This form must be typed.

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

   2CEES, LLC

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

3. The name of the Registered Agent (only one agent): Registered Agents Inc.

   Street (**No PO Boxes**) address of Registered Office (must be located in Alabama): 212 W. Troy St. STE B

   Dothan, AL 36303

   *COUNTY of above address: Houston

   Mailing address in Alabama of Registered Office (if different from street address):

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

This form was prepared by: (type name and full address)

Kelsey Polasek C/O ZENBUSINESS, PBC
5900 Balcones Drive
Suite 5000
Austin, TX 78731

(For SOS Office Use Only)

Alabama
Sec. Of State

New Entity
834-773 DLL
Date 2/10/2021
Time 16:25
210210 3 Pg
Houston County

File $100.00
County $100.00
Total $200.00
08/020

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

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

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

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

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12
The undersigned specify _____ / ____ / _____ as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be _____ : ____ ☐ AM or ☐ PM. (cannot be noon or midnight – 12:00)

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

1 / 22 / 2021
Date (MM/DD/YYYY)

Signature as required by 10A-5A-2.04

Ayleen Perez
Typed Name of Above Signature

Organizer
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

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


Banner logo with link to

(0)

description

account_circle

Collapse Menu

Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1315417
Owner Name	2CEES LLC

Charges View payments/adjustments

Charge Code	Description	Receipts	Amount
OTFPEN	BUSINESS LICENSE PENALTY	$0.00	$36.00
BLF001	ISSUANCE FEE	$0.00	$10.00
BL1132	541320 LANDSCAPE-GARDNER/LAWNCARE CITY	$40,000.00	$120.00
	SUBTOTAL	$40,000.00	$166.00
	Previous Interest Charged		$1.42
	Penalty		$36.00
	ViewPayments/Adjustments		$166.00
	Total Unpaid Balance		$0.00
	TOTAL DUE		$0.00

©2022 Tyler Technologies, Inc. Help/Feedback show

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

Date of this notice: 02-16-2021

Employer Identification Number:
86-2101778

Form: SS-4

Number of this notice: CP 575 B

2CEES LLC
CHARLES DENTON CARTER II MBR
5705 KATHERINE HANKINS DR
THEODORE, AL 36582

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-2101778. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 03/15/2022

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

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

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

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

(IRS USE ONLY) 575B 02-16-2021 2CEE B 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is 2CEE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 02-16-2021
EMPLOYER IDENTIFICATION NUMBER: 86-2101778
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

2CEES LLC
CHARLES DENTON CARTER II MBR
5705 KATHERINE HANKINS DR
THEODORE, AL 36582

EXHIBIT D

An official website of the United States government
Here's how you know

My Company Profile

Company Information

Company Name

2CEES,LLC

Doing Business As (DBA)

Company ID

1646906

Enrollment Date

Feb 24, 2021

Employer ID Number

862101778

Unique Entity Identifier (UEI)

DUNS Number

118205893

Total Number of Employees

10 to 19

NAICS Code

561

Sector

Administrative and Support and Waste Management and Remediation Services

Subsector

Administrative and Support Services

Edit Company Information

Employer Category

Employer Category

Local Government

Edit Employer Category

Company Addresses

Physical Address

5705 Katherine Hankins drive
Theodore, AL 36582

Mailing Address

Same as Physical Address

Edit Company Addresses

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Best Price Services LLC for right of way ditch mowing services in Trinity Gardens, for one year, renewable for two additional one year periods.

General fund.

Amount of Contract:

$24,000 for 1st year, $48,000 for 2nd year and for 3rd year

Funding Source

Project # **Discretionary Funds**

Project String 1004-2086-42070 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2022 Best Price Trinity Ditches	Cover Memo	6/23/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	6/29/2022 - 5:00 PM
Legal	Kern, Chris	Approved	6/30/2022 - 11:52 AM
Legal	Kern, Chris	Approved	6/30/2022 - 11:54 AM

Mayors Office	Montgomery, Brandi	Approved	6/30/2022 - 2:32 PM

RESOLUTION

Sponsored by: Mayor 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, a contract, by and between the City of Mobile and Best Price Services LLC., for Right of Way Ditch Mowing 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

AGENDA ITEM SUMMARY SHEET

Agenda of: _____ (Date) Item No. _____

Submitted by: PURCHASING (Department) JOHN PAINE (Department Head)

Sponsored by: WILLIAM S. STIMPSON (Name) MAYOR (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: RIGHT OF WAY DITCH MOWING IN TRINITY GARDENS

PURPOSE & SCOPE OF PROJECT:
TO PROVIDE RIGHT OF WAY DITCH MOWING SERVICES IN THE TRINTY GARDENS AREA

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $24,000 FY22 $48,000 IN FY23 & FY24

FUNDING SOURCE:

Budget Item: 1004-2086-42070 Discretionary Funds: N/A

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: N/A Matching funds: N/A

Associated Costs:

Current year (itemize)
Type: N/A Amount: N/A

Future years
Year: N/A Amount: N/A

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

Effective date of contract: UP COUNCIL APPROVAL

Renewal date of contract (if applicable): FEBRUARY 2023

If not bid, state reason: _____

How many bidders received bid packages (if applicable): 30

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq*. (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, Best Price Services LLC (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

Trinity Gardens Right of Way Ditch Mowing $12,000 per cut.

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above
(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

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

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

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, the City has the right to terminate the Agreement and pay only for work 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.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to 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 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.

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. See Exhibit C which is attached hereto and incorporated by reference herein.

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 provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. 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 ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, 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 the Agreement.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:
Best Price Services LLC c/o Anthony Richardson
7057 Forest Glenn Court
Irvington, AL 36544

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

By signing this contract, Provider 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,

Anthony B. Richardson, Its Owner (title)

On behalf of Best Price Service LLC

6-16-2022 Date

State of Alabama

Mobile County

I, Katie N. Cardona, a Notary public in and for said County and State, hereby certify that Anthony B. Richardson whose name is known to me, acknowledged before me on this the 16 day of June, 2022, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Katie N. Cardona
Notary Public
My Commission expires on: March 15, 2025

KATIE N. CARDONA MY COMMISSION EXPIRES NOTARY MARCH 15, 2025 ALABAMA STATE AT LARGE

CITY,

Its Mayor

Date

ATTEST:

City Clerk

Date

EXHIBIT A

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

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

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

Typed by: **sd** Buyer: **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:
4/25/2022	5674	PUBLIC WORKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 12:01 pm, Friday, May 6, 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.					

RIGHT OF WAY DITCH MOWING SERVICES

The City of Mobile is seeking bids on mowing of City of Mobile Ditches in the Trinity Garden Area as per the following and attached specifications.

Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, and blowing of specific streets named below.

The City defines a mowing cycle (cycle) as having a ditch or area mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions.

The City's desire is to have all areas mowed in an eight (8) week cycle or four (4) times per year between **May 2022**, and **November 30, 2022**. The mowing cycles will have all areas mowed in fifty six (56) days starting in **May 2022**.

There is no guarantee on the number of cycles to be completed.

The City's desire is to have all areas mowed (1 mowing cycle) once every eight (8) weeks or fifty six (56) days unless the City notifies the contractor otherwise.

Unless explained by the occurrence of a natural disaster (a named tropical storm or hurricane), if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the cost of the streets that exceeded the cycle per day that the cycle time is exceeded.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within ____ days of receipt of P.O.

Firm Name Best Price Services, LLC

Typed Signature [signature]

By Anthony Richardson

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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

If a contractor is unable to fulfill obligations of the contract on any of their awarded ditches, all of the ditches awarded to them will be terminated. The City is the sole determiner of whether the vendor is operating at the capacity required.

This bid will be awarded on an area basis or group basis as defined on sheet called, **Right of Way Ditch Mowing Service Pricing**.

The City is interested in starting the mowing as soon as possible, per the attached schedule, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:

-Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.

-Their City of Mobile Business License Number.

-Their registration with the E-Verify Program, Federal and State.

-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 1 day of notification.

The following is required and must be filled in:

Registration Number with Secretary of State Office 316-222

City of Mobile Business License Number 80325

E-Verify Enrollment Number 804918

Insurance Carrier can provide Certificate of Insurance for City Requirements within ONE (1) day of notification: YES ✓ NO____

Contractors who bid on more than one area must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a Vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

BID CONTINUATION SHEET

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

Page 3 of 5

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of the Service Contract is included in this bid package.

Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing.

If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.

The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding.

City of Mobile provides with this bid maps and photos of the mowing areas of each of the groups of ditches involved.

The contractor shall notify the City every two weeks of the streets that have been completed; the contractor shall be paid for the streets that have been completed during that two week period; the payment shall be based on the percentage of the linear feet of each ditch on each street as compared to the total linear feet of ditches within the contract area, based on the total contract price; if a cycle time for the area exceeds eight weeks, the contractor will be penalized 2% per day of the total cost of those streets that exceeded the eight week cycle.

When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following:

The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the ditch mowed.

At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted ditches.

A bid bond is not required.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

BID CONTINUATION SHEET

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

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 PM, Friday, May 6, 2022**

Any bids delivered after **12:01 PM, Friday, May 6, 2022,** will be returned unopened.

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the **12:01 PM, Friday, May 6, 2022,** date and time for the bid.

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Pricing for this bid to be good for the current mowing season to **December 31, 2022.**

Maps for this bid may be viewed at:

https://maps.cityofmobile.org/bids/5674/index.html

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org.

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under **Bid #5674.**

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications

This is a sealed bid; your response must be in a sealed envelope that has the **Bid #5674 and your company name** on the outside or the date and time of the bid opening.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

BID CONTINUATION SHEET

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

The City reserves the right to award some, all, or none of the bids received on 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 years (Mowing Seasons). If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the Ditch Mowing Group awards for a second or third year (Mowing Seasons).

TO BE AWARDED ON AN ALL OR NONE BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

RIGHT OF WAY DITCH MOWING SERVICES

PRICING SHALL BE A TOTAL PRICE/COST TO MOW
ALLTHE DITCHES IN EACH GROUP/AREA

DAUPHIN ISLAND PARKWAY DITCH MOWING
PRICE FOR 1 COMPLETE CYCLE $ 65,000.00

CYPRES SHORES DITCH MOWING
PRICE FOR 1 COMPLETE CYCLE $ 18,000.00

TRINITY GARDENS DITCH MOWING
PRICE FOR 1 COMPLETE CYCLE $ 12,000.00

City of Mobile
Ditch Mowing Specifications

Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height no less than 3.00", no more than 5.00") as measured from the soil line
- Contractor is responsible for mowing all of the areas shown on the supplied maps from the edge of the right of way to the pavement; any questions about this should be directed to the designated City contact
- Mowing equipment shall consist of finishing mowers such as push mowers and string trimmers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking ornamental trees; damaged trees shall be replaced, where applicable
- Contractor shall complete each street (including string trimming, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired
- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing

String Trimming

- Vegetation shall be controlled on and around trees, signs, mailboxes, posts, fences, utility poles, light poles, and all stationary objects using a string trimmer
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Spraying

- **NO** herbicide spraying for ditch mowing allowed. The contractor will be charged a **50%** penalty of the mowing cycle's total amount for using herbicide spray if the City of Mobile determines its use during mowing inspection.

Litter

- Any manmade object shall be considered litter

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message of streets completed every two weeks in accordance with the established schedule. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- All specifications must be met before payment is released
- Any initial cleanup is included in the bid price.
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contract employees shall be courteous to the public at all times

- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- This contract is for up to **four** complete cycles that are no longer than **eight** weeks, beginning on April 17, 2022 and ending on November 30, 2022 as shown in the chart attached.
- The contractor shall notify the City every two weeks of the streets that have been completed; the contractor shall be paid for the streets that have been **completed** during that two week period **(THIS ONLY APPLIES TO DAUPHIN ISLD PKWY DITCH CONTRACT; and only two payments are allowed per each cycle)**; the payment shall be based on the percentage of the linear feet of each ditch on each street as compared to the total linear feet of ditches within the contract area, based on the total contract price; if the cycle time for the area exceeds eight weeks the contractor will be penalized 2% per day of the total cost of those streets that exceeded the eight week cycle. **The contractor CANNOT skip streets but complete the streets' ditches consecutively**. Contractors working on Trinity Gardens & Cypress Shores' ditches will be paid once per each completed cycle.
- The contractor must NOT jump from one street until all ditch mowing is completed. Then, proceed to the next street to continue ditch mowing.
- If the contractor completes the streets in a period shorter than eight weeks they will paid on a bi-weekly basis for all streets as they are completed; the contractor may not start the next cycle until the date shown on the above schedule.
- In the event of a natural disaster (a named tropical storm or hurricane) the contract may be suspended for an agreed upon period of time; payment shall not be made for a missed operation
- Any used tires found in or around a ditch will be piled by the contractor in one location accessible to a truck and trailer and the City Public Works' Trash Division contacted for removal.
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Contractor vehicles must be marked with business' name and/or business logo
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall be finely mulched and evenly distributed back into drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, etc.; this includes old debris
- Tree pruning shall remain the responsibility of the City

- The use of pesticides, including herbicides, insecticides, and fungicides shall not be permitted
- Limbs and other debris shall be removed from the site and disposed of in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.
- Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
    - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
- Contractors vehicles shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a "slow moving vehicle" placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken

- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them.
- Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy

TRINITY GARDENS STREETS

Street Name	Length (ft)	Miles	% of linear feet
BATAAN AVE	899.7	0.17	3.15%
BELTLINE PARK DR E	1200	0.23	4.20%
BOLDEN ST	869.4	0.16	3.05%
BRAGDON AVE	745.6	0.14	2.61%
BURDEN LN	574.8	0.11	2.01%
BUTLER ST	3718.4	0.70	13.03%
CARTER AVE	2831.6	0.54	9.92%
CHASTANG AVE	667.8	0.13	2.34%
CLARK AVE	264.5	0.05	0.93%
DIAMOND DR	1175.6	0.22	4.12%
GRIFFIN ST	656.8	0.12	2.30%
HAYGOOD ST	277.4	0.05	0.97%
JESSIE ST	1984	0.38	6.95%
LINCOLN ST	986.7	0.19	3.46%
MAIN ST	678.3	0.13	2.38%
MCARTHUR AVE	770.4	0.15	2.70%
MOBILE ST	1222.3	0.23	4.28%
MURIEL AVE	473.6	0.09	1.66%
NOBLE C BEASLEY AVE	138	0.03	0.48%
OWENS ST	75	0.01	0.26%
RAILROAD ST	1758.5	0.33	6.16%
RIDGEWAY ST	1707.7	0.32	5.98%
ROACH ST	1294.5	0.25	4.53%
RUBY ST	478	0.09	1.67%
SECOND AVE	851	0.16	2.98%
THIRD AVE	746.3	0.14	2.61%
THOMAS ST	646	0.12	2.26%
VICTORY AVE	20.6	0.004	0.07%
WILLIAM ST	833.1	0.16	2.92%
	Total Feet	**Total Miles**	**Percentage**
	28545.6	5.41	100%

DAUPHIN ISLAND PARKWAY GROUP (1 OF 4 PAGES)

DITCH MOWING

STREET NAME	LINEAR FEET	PERCENT OF TOTAL LINEAR FEET
AIRVIEW	627	0.37%
ALBA AVE	2,096	1.25%
ALBA CLUB RD	6,117	3.66%
ANNWOOD DR	1,664	1.00%
ARC RD	5,289	3.16%
ARCHER LANE	493	0.29%
BAKERS LANE	341	0.20%
BAY CRESCENT DR	2,095	1.25%
BAY FRONT RD	9,227	5.52%
BOYKIN BLVD	7,300	4.37%
BROOKMONT DR	1,161	0.69%
BRYAN AVE	2,152	1.29%
CALBA AVE	62	0.04%
CASSIE LANE	3,049	1.82%
CASTER ST	623	0.37%
CASTLEWOOD DR N	786	0.47%
CASTLEWOOD DR W	626	0.37%
CEDAR CRESCENT	3,392	2.03%
CEDAR POINT RD	2,265	1.36%
CHARLOTTE ST	1,067	0.64%
CHARMAINE CIR E	478	0.29%
CHARMAINE CIR N	637	0.38%
CHARMAINE CIR W	612	0.37%
CIRCLE CT	140	0.08%
CLUBHOUSE RD	10,521	6.30%
COLEY DR	395	0.24%

DAUPHIN ISLAND PARKWAY GROUP (2 OF 4 PAGES)

DITCH MOWING

STREET NAME	LINEAR FEET	PERCENT OF TOTAL LINEAR FEET
CREEKWAY DR	2,934	1.76%
CREEKWAY DR E	496	0.30%
CREST BROOK DR	204	0.12%
DANIELS RD E	105	0.06%
DANIELS RD N	853	0.51%
DANIELS RD W	568	0.34%
DAUPHIN ISLD PKWY	9,184	5.50%
DAYTONA DR	976	0.58%
DEL MONTE CT	1,063	0.64%
DRIFTWOOD DR E	822	0.49%
DRIFTWOOD DR N	2,303	1.38%
DRIFTWOOD DR S	1,379	0.83%
ELOONG DR	199	0.12%
FAYE ST	100	0.06%
FRIAR LANE	672	0.40%
GATOTKOCO DR	1,887	1.13%
HOPPIN ST	2,396	1.43%
INERARITY RD	605	0.36%
JOHNS LANE	2,599	1.55%
KAYSON CT	1,322	0.79%
LARTIGUE AVE E	919	0.55%
LARTIGUE AVE N	376	0.22%
LARTIGUE AVE S	243	0.15%
LEWIS AVE	1,379	0.83%
LOIS DR	428	0.26%
LOST RIVER RD	2,371	1.42%

DAUPHIN ISLAND PARKWAY GROUP (3 OF 4 PAGES)

DITCH MOWING

STREET NAME	LINEAR FEET	PERCENT OF TOTAL LINEAR FEET
MARTIN CT	112	0.07%
MARTINWOOD LANE	2,044	1.22%
MCVOY AVE	1,346	0.81%
MERRY LANE	826	0.49%
MILITARY RD	1,132	0.68%
NORTH DR	3,843	2.30%
PARK AVE	344	0.21%
PARK RD	252	0.15%
PINEHAVEN DR	307	0.18%
PINELAND PL	97	0.06%
PONCE DE LEON DR	773	0.46%
PRIMA VERA LANE	1,163	0.70%
RIVER FOREST RD	6,169	3.69%
RIVERSIDE DR W	121	0.07%
RIVERSIDE DR	10,745	6.43%
ROBIN HOOD DR	1,678	1.00%
ROSEDALE RD	5,917	3.54%
RYDERS LANE	177	0.11%
SCENIC DR	2,739	1.64%
SCENIC PL	76	0.05%
SEAFARER LANE	127	0.08%
SHORE ACRES DR	2,662	1.59%
SHORT VAN LIEW RD	1,902	1.14%
SMITH AVE	413	0.25%
STAPLES RD	9,495	5.68%
STEWART RD	352	0.21%
TALLAHASSEE DR	726	0.43%

DAUPHIN ISLAND PARKWAY GROUP (4 OF 4 PAGES)

DITCH MOWING

STREET NAME	LINEAR FEET	PERCENT OF TOTAL LINEAR FEET
TAMPA DR	954	0.57%
TERRELL RD	5,829	3.49%
TULSA DR	1,110	0.66%
VALLAS DR	868	0.52%
VAN LIEW RD	23	0.01%
VAN LIEW RD E	2,072	1.24%
WEAVER RD	18	0.01%
WINSTON RD	885	0.53%
WOOD DR	242	0.14%
TOTAL	167,137	100%

CYPRESS SHORES GROUP

DITCH MOWING

STREET NAME	LINEAR FEET	PERCENT OF TOTAL LINEAR FEET
AUDUBON DR	3,635	6.02%
BLUEGILL DR	1,736	2.87%
BOWDEN RD	2,722	4.50%
BUCKNELL DR	2,330	3.86%
CANAL CIR E	44	0.07%
CANAL DR	3,891	6.44%
CLEMSON DR	2,063	3.41%
COLBY RD	499	0.83%
COLE DR W	359	0.59%
COLGATE DR	1,366	2.26%
CROWN DR	71	0.12%
CYPRESS SHORES DR	1,341	2.22%
DOWNEY DR	2,077	3.44%
FURMAN DR	4,120	6.82%
HIGGINS RD	12,354	20.45%
NICHOL DR	1,716	2.84%
POINT RD	1,832	3.03%
RANGELINE RD	512	0.85%
RANGELINE SERVICE RD	773	1.28%
RUTGERS RD	4,620	7.65%
SAWYER AVE	782	1.29%
SHIPYARD RD	3,653	6.05%
TODD BLVD	116	0.19%
TODD ACRES DR	3,667	6.07%
TRINITY RD	873	1.45%
TUFTS RD	3,269	5.41%
TOTAL	60,421	100%

2022 Roadside Ditch Mowing Cycles

Cycle #1		
17-Apr	11-Jun	8 weeks
Payment Cycle		
17-Apr	30-Apr	2 weeks
1-May	14-May	2 weeks
15-May	28-May	2 weeks
29-May	11-Jun	2 weeks
Cycle #2		
12-Jun	6-Aug	8 weeks
Payment Cycle		
12-Jun	25-Jun	2 weeks
26-Jun	9-Jul	2 weeks
10-Jul	23-Jul	2 weeks
24-Jul	6-Aug	2 weeks
Cycle #3		
7-Aug	1-Oct	8 weeks
Payment Cycle		
7-Aug	20-Aug	2 weeks
21-Aug	3-Sep	2 weeks
4-Sep	17-Sep	2 weeks
18-Sep	1-Oct	2 weeks
Cycle #4		
2-Oct	26-Nov	8 weeks
Payment Cycle		
2-Oct	15-Oct	2 weeks
16-Oct	29-Oct	2 weeks
30-Oct	12-Nov	2 weeks
13-Nov	26-Nov	2 weeks

*City of Mobile reserves the right to alter, eliminate or change cycles/weeks

EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/5/2022

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

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

PRODUCER

eNational Insurance Agency
4325 Midmost Dr., Ste C
Mobile AL 36609

INSURED

BEST PRICE SERVICES, LLC
7057 FOREST GLENN COURT
IRVINGTON AL 36544

CONTACT NAME: Katie Grissett
PHONE (A/C, No, Ext): 251-344-5393 **FAX (A/C, No):** 251-343-5490
E-MAIL ADDRESS: Info@eNationalInsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	WESTERN WORLD INSURANCE	13196
INSURER B :	WESCO INSURANCE COMPANY	25011
INSURER C :	CNA SURETY	
INSURER D :	SCOTTSDALE INSURANCE COMPANY	41297
INSURER E :	PRIME INSURANCE COMPANY	12588
INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			NPP8818413	6/18/2021	6/18/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ INCLUDED
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WWC3525621	5/24/2021	5/24/2022	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED IN REGARDS TO THE GENERAL LIABILITY

CERTIFICATE HOLDER

CITY OF MOBILE
205 GOVERNMENT PLAZA
MOBILE 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SAM STEWART

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09/20/2019

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: PAULA NYE
ALL RISK AGENCY 800 DOWNTOWNER BLVD MOBILE, AL 36609	PHONE (A/C, No, Ext): 251-344-1127 FAX (A/C, No): 251-344-0038 E-MAIL ADDRESS: paulanye08@gmail.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED ANTHONY RICHARDSON 7057 FOREST GLENN CT. IRVINGTON, AL 36544	INSURER A: NATIONAL GENERAL INSURER B: INSURER C: INSURER D: INSURER E: AM TRUST NORTH AMERICA INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE $
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $
							$
	AUTOMOBILE LIABILITY						
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) $
A	ALL OWNED AUTOS / X SCHEDULED AUTOS			2006928824	09/11/2019	09/11/2022	1,000,000
	HIRED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per person) $
							BODILY INJURY (Per accident) $
							PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB OCCUR						
	EXCESS LIAB CLAIMS-MADE						EACH OCCURRENCE $
	DED RETENTION $						AGGREGATE $
							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N/A			28389891	05/24/2019	05/24/2020	E.L. EACH ACCIDENT $ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $ 1,000,000
							E.L. DISEASE - POLICY LIMIT $ 1,000,000

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

CERTIFICATE HOLDER

CITY OF MOBILE
770 GAYLE ST.
MOBILE, AL 36604
ATTN: JOHN PAYNE

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

GERRI EDGAR

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EXHIBIT C

ALABAMA

ADDENDUM

CITY OF MOBILE BID #5674 FOR RIGHT OF WAY DITCH MOWING SERVICES

April 28, 2022

RE: City of Mobile Bid #5674 for Right of Way Ditch Mowing Services

Please consider the following to be ADDENDUM to City of Mobile Bid #5674 for RIGHT OF WAY DITCH MOWING SERVICES.

Page 5 of 5
DELETE:
To Be Awarded All or None.

REPLACE WITH ATTACHED:
To be Awarded on a per Item Basis.

Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile

JP/sd

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Amendment filed on behalf of BEST PRICE SERVICES LLC, as received and filed in the Office of the Secretary of State on 03/22/2018.

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

06/13/2018

Date

J. H. Merrill

20180613000018456

John H. Merrill Secretary of State

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

2014040141 1/4
Bk: LR7176 Pg:1089
Document Type: LAOR

Mobile County, Alabama
I hereto certify this instrument
filed on : 08/11/2014 03:07:46 PM
Don Davis, Probate Judge

Deed Tax:	$.00	
Mortgage Tax:	$.00	
Mineral Tax:	$.00	
No Tax	$.00	2014040141
Judge Fee:	$.00	Bk:LR7176
S.R. Fee:	$2.00	Pg 1089
Surcharge Fee:	$.00	
Recording Fee:	$51.00	
TOTAL:	$53.00	

(For County Probate Office Use Only)

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-1-3.05 and 10A-5-2.02 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. **The information required in this form is required by Title 10A.**

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. **Make a separate check or money order payable to the Secretary of State for the state filing fee of $100.00** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is issued. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

The information completing this form must be typed or laser printed.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Title 10A-1-5.06):

   BEST PRICE LAWN SERVICE LLC

2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached [proves name reservation under 10A-1-4.02(f)].**

(For SOS Office Use Only)

Alabama
Sec. Of State

New Entity
316-222 DLL
Date 8/20/2014
Time 17:00
140822 4 Pg

File	$100.00
Ackn	$.00
Exp	$.00
Total	$100.00

01/014

This form was prepared by: (type name and full address)

LASHONDA LINDSEY
7057 FOREST GLEN CT
IRVINGTON, AL 36544

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BEST PRICE SERVICES LLC T6
7057 FOREST GLENN CT
IRVINGTON, AL 36544-3671

YEAR	LICENSE NO.
2022	80325
ISSUED	EXPIRES
2/4/2022	12/31/2022

561730 LAWN AND GARDEN SERVICE(S)
236120 BUILDERS AND/OR CONTRACTORS

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

BEST PRICE SERVICES LLC
7057 FOREST GLENN CT
IRVINGTON, AL 36544-3671

1358 T6 P1

BEST PRICE SERVICES, LLC

7057 FOREST GLENN COURT

IRVINGTON, AL 36544

To whom it may concern:

Here is the description of the equipment for Best Price Services, LLC:

1. (6) Commerical Kabota 60-inch ZD 1211 lawn mowers
2. (2) Commerical 60-inch Gravely lawn mowers
3. (17) Stihl 235 weed eaters
4. (6) Stick edgers
5. (6) 550 Backpack blowers
6. (4) Backpack sprayers
7. (3) F-150 trucks
8. (2) F-450 trucks
9. (1) F-350 truck
10. (2) Enclosed trailers to transport equipment

We employ 16 full-time employees that consist of (2)- eight male/female crew.

Best Regards,

Anthony Richardson

EXHIBIT D

Company ID Number: 804918

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Best Price Services LLC
Company Facility Address	7057 Forest Glenn Ct Irvington, AL 36544
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	473927306
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide gravestone repairs & new landscaping at Church Street Graveyard

Amount of Contract:

$24,500.00

Funding Source

Project # Church Street Graveyard – Hurricane Repairs/Gravestone Repairs CE-074-21

Discretionary Funds

Project String C0601 Church St Graveyard Hurricane Repai (20002000-48010)

Contract Number:3877

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
CE-074-21 Church Street Graveyard – Hurricane Repairs/Gravestone Repairs	Cover Memo	6/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	6/29/2022 - 11:16 AM
Capital	Rhodes, Brenda	Approved	6/29/2022 - 1:06 PM
Legal	Kern, Chris	Approved	6/30/2022 - 12:08 PM
Mayors	Montgomery, Brandi	Approved	6/30/2022 - 2:31

Office PM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	PHILLIPS MONUMENT, LLC
Project Name:	CHURCH STREET GRAVEYARD HURRICANE REPAIRS – GRAVESTONE REPAIRS
Project Number:	CE-074-21
Amount:	$24,500.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0601 -- CHURCH ST GRAVEYARD HURRICANE REPAI

CAPITAL PROJECT #: C0601 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CE-074-21

CONTRACT AMOUNT: $24,500.00

PROJECT DESCRIPTION: TO PROVIDE SOFTWASH, REPAIR & RESET OF 6 (SIX) GRAVESTONES & PROVIDE NEW LANDSCAPING AT THE CHURCH STREET GRAVE-YARD (106 SOUTH SCOTT STREET).

VENDOR NAME: PHILLIPS MONUMENT LLC

VENDOR NUMBER: 294778

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 6/27/2022

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

This Agreement made and entered into this _____ day of _____, 2022.

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

And the Contractor: Phillips Monument, LLC
1910 Dauphin Island Parkway
Mobile, Alabama 36605

City Business License No.: 093646

Secretary of State Registration No.: 000-029-003

For the following Project: Church Street Graveyard
Hurricane Repairs – Gravestone Repairs
106 South Scott Street
Mobile, Alabama 36602

Project Number: CE-074-21

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Twenty-Four Thousand Five Hundred and 00/100 Dollars ($24,500.00), which includes a Contingency Allowance of One Thousand and 00/100 Dollars ($1,000.00).

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

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required
for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

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

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

2.0 OWNER'S REPRESENTATIVE

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

3.0 GENERAL REQUIREMENTS

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

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

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

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

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

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

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

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

B. 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.

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

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

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

D. "In Rem": endorsement is required.

F. Builder's Risk Insurance

1. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during construction, fabrications, storage, transport and erection of any equipment.

2. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

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

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

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

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

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

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

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

3.8 Indemnification. The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages,

liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

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

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

3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State and Federal Codes and Ordinances throughout the contract period.

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

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

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

1. Cost of the bonds shall be included in the bid.

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

3.17 RETAINAGE:

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

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

3.18 PROOF OF ADVERTISEMENT of COMPLETION

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

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

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Phillips Monument, LLC has completed the contract for Church Street Graveyard – Hurricane Repairs-Gravestone Repairs, CE-074-21, 106 South Scott Street, Mobile, Alabama 36602. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.19 CONTRACTOR WARRANTY and CERTIFICATION

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

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

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Architectural Engineering Director will apply.

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

1. Request for Quotes documents, dated April 6, 2022, as prepared by the City of Mobile Architectural Engineering Department;
2. Addendum No 1, dated 4/13/2022;
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements;
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

All notices of cancellation, requests, demands or other communications to the Owner shall be in writing and duly delivered to both of the following addresses to the City:

REAM Division
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

City Attorney - Legal Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

6.0 NONDISCRIMINATION

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

B. Contractor shall abide by provisions of Mobile Ordinance #02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

7.0 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Acts of God, pandemics, or other reasons 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.

8.0 NO AGENCY RELATIONSHIP ESTABLISHED

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.

9.0 NON-ASSIGNMENT CLAUSE

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

10.0 SEVERABILITY CLAUSE

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

11.0 IMMIGRATION LAWS

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

12.0 Public Contracts with Entities in certain Boycott Activities:

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in

or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

REMAINDER OF PAGE TO REMAIN INTENTIONALLY BLANK

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

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

OWNER: City of Mobile

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONTRACTOR: Phillips Monument, LLC

_____
By Signature

Jesse Phillips, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jesse Phillips as Contractor of Phillips Monument, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 25 day of May, 20 22.

Victoria W. Brown
NOTARY PUBLIC
My Commission Expires: _____

VICTORIA W. BROWN
My Commission Expires
June 17, 2023

EXHIBIT A
SCOPE OF WORK
CHURCH STREET GRAVEYARD – HURRICANE REPAIRS-GRAVESTONE REPAIRS
106 SOUTH SCOTT STREET
MOBILE, ALABAMA 36602
CE-074-21

Carefully softwash, repair, and reset six (6) gravestones of various sizes and shapes on three (3) of the site's burial plots, repair approximately thirty linear feet (30LF) of damaged perimeter wall at one (1) burial plot, and provide new matching landscaping for all disturbed areas, as needed, per the project manual and associated drawing.

END OF SCOPE OF WORK

32S615971

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Phillips Monument, LLC. 1910 Dauphin Island Parkway, Mobile, AL 36605, as Principal, and The Ohio Casualty Insurance Company as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Twenty-four thousand Five hundred and xx/100 ($24,500.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the __ day of _ (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Church Street Graveyard – Hurricane Repairs – Gravestone Repairs (CE-074-21) 106 South Scott Street, Mobile, Alabama, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Aaron Steffey **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 8th day of June, 2022

CONTRACTOR AS PRINCIPAL
Company: Phillips Monument, LLC.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jesse Phillips PRES.

SURETY
Company: The Ohio Casualty Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Aaron Steffey, Attorney-in-Fact

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Seal No. 8924

Resident Agent: _____
(Signature)

Name and Title: Aaron Steffey, Owner
Company Name: Propeller, Inc.
Address: 2339 Commerce St, Suite 110
Houston , TX 77002
Phone and Fax: 815-595-2088

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

32S615971

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Phillips Monument, LLC. 1910 Dauphin Island Parkway, Mobile, AL 36605 hereinafter called the Principal, and The Ohio Casualty Insurance Company hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Twenty-four thousand Five hundred and xx/100 Dollars ($24,500.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _ day of _ entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Church Street Graveyard – Hurricane Repairs – Gravestone Repairs (CE-074-21) 106 South Scott Street, Mobile, Alabama, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 8th day of June, 2022.

CONTRACTOR AS PRINCIPAL
Company: Phillips Monument, LLC.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Jesse Phillips Pres.

SURETY
Company: The Ohio Casualty Insurance Company
(Corporate Seal)

By: _____
(Signature)
Name and Title: Aaron Steffey, Attorney-In-Fact

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Seal No. 8924

Resident Agent: _____
(Signature)
Name and Title: Aaron Steffey, Owner
Company Name: Propeller, Inc
Address: 2339 Commerce St, Suite 110
Houston , TX 77002
Phone and Fax: 815-595-2088

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



City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# CE-074-21 Current Date 6.00 / 16.00 / 2021.00

Project Description Church Street Cemetery - Hurricane Repairs - Gravestone Repairs

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Estimated budget for project is $25,000. No DBE cemetery specialist on list.

AE will advertise in the major newspapers in the State of Alabama and in Pensacola and New Orleans.

Requested By (Department Director) Michelle Melton (Signature) Deputy Director, REAM (Title) 6/17/2021 (Date)

251-208-5822 Telephone Number

michelle.melton@cityofmobile.org Email Address

Roger J. Cook, II SDB Coord.
Reviewed By (Office of Supplier Diversity)

(Signature) Supplier Diversity Mgr. (Title) 6/17/2021 (Date)

Approved By (CAO)

Alabama Secretary of State

Phillips Monument, LLC	
Entity ID Number	000 - 029 - 003
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	11/02/2011
Registered Agent Name	PHILLIPS, JESSE W
Registered Office Street Address	1910 DAUPHIN ISLAND PKWY MOBILE, AL 36605
Registered Office Mailing Address	1910 DAUPHIN ISLAND PKWY MOBILE, AL 36605
Nature of Business	SALE/MANUFACTURE OF FUNERAL MARKERS & MONUMENTS
Organizers	
Organizer Name	PHILLIPS, JESSE W
Organizer Street Address	1910 DAUPHIN ISLAND PKWY MOBILE, AL 36605
Organizer Mailing Address	1910 DAUPHIN ISLAND PKWY MOBILE, AL 36605
Organizer Name	PHILLIPS, JESSE W
Organizer Street Address	1910 DAUPHIN ISLAND PKWY MOBILE, AL 36605
Organizer Mailing Address	1910 DAUPHIN ISLAND PKWY MOBILE, AL 36605
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2021
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	11/07/2011 Certificate of Formation 5 pgs.

E-Verify

Company ID Number: 1178689

Approved by:

Employer Phillips Monument, LLC	
Name (Please Type or Print) Patricia A Phillips	Title
Signature Electronically Signed	Date 03/13/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/13/2017

E-Verify

Company ID Number: 1178689

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Phillips Monument, LLC
Company Facility Address	1910 Dauphin Island Pkwy. Mobile, AL 36605
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	453649633
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/13/2022

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

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

PRODUCER
SCHNEIDER INSURANCE AGENCY INC
PO Box 9339
Mobile AL 36691

CONTACT NAME: Anna Sawin
PHONE (A/C, No, Ext): (251) 666-5472 FAX (A/C, No): (251) 666-4068
E-MAIL ADDRESS: anna@schneiderinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Co.	20443
INSURER B: Progressive Specialty	32786
INSURER C: CNA Ins. Co.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Phillips Monument, LLC
1910 DAUPHIN ISLAND PKWY
MOBILE AL 36605

COVERAGES CERTIFICATE NUMBER: CL2261308263 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6025428360	11/15/2021	11/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	01963323	03/19/2022	03/19/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	7034145505	06/08/2022	06/08/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Installation Floater						Aggergate Deductible	25,000 250

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

Project Name: Church Street Graveyard- Hurricane Repairs- Gravestone Repairs

Project Number : CE-074-21

City of Mobile is included as an additional Insured in respects to the general liability, auto, and umbrella policies. All policies, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of Subrogation applies, in favor of City of Mobile with respect to general liability, auto liability. 30 day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER
City Of Mobile Architectural Engineering Department
PO Box 1827
Mobile AL 36633

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

AUTHORIZED REPRESENTATIVE

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PHILMON-01 MCOOK1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/15/2022

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

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

PRODUCER
Fiser Insurance Agency
P.O. Box 700
Clarksdale, MS 38614

CONTACT NAME: Michele G. Cook
PHONE (A/C, No, Ext): (662) 627-4126 FAX (A/C, No):
E-MAIL ADDRESS: michelecook@fiseragency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Cas. & Surety Co/IL	19046
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Phillips Monument, LLC
1910 Dauphin Island Parkway
Mobile, AL 36605

CERTIFICATE NUMBER: REVISION NUMBER:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A	X	UB2P419443	10/2/2021	10/2/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: Church Street Graveyard Project number: CE-074-21
City of Mobile is included as an Additional Insured in respect to General Liability and Umbrella Liability. All policies except workers compensation, shall be Primary and Non-contributory with any other insurance force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability and Workers Compensation and Employer's Liability. 30 day notice of cancellation non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
PO Box 1827
Mobile, AL 36633

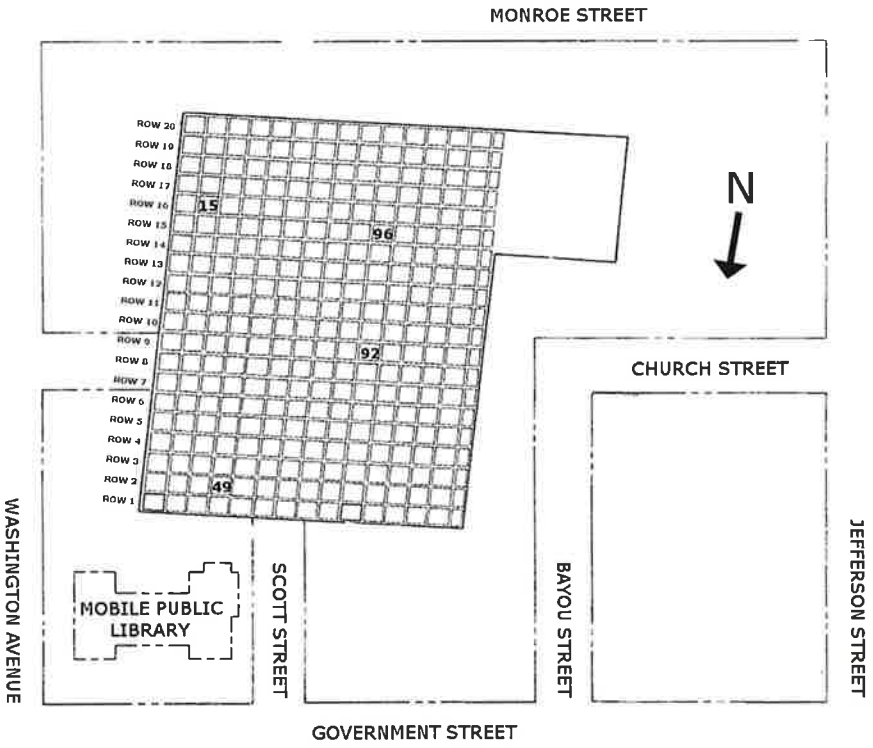
CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Michele Cook

VICINITY MAP & SITE LEGEND

N.T.S.



GENERAL NOTES

1. CHURCH STREET CEMETERY IS A STATE-PROTECTED SITE ON THE NATIONAL REGISTER OF HISTORIC PLACES.
2. ALL WORK PROVIDED SHALL CONFORM TO ALABAMA HISTORICAL COMMISSION GUIDELINES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE SECRETERY OF THE INTERIOR'S STANDARDS FOR HISTORIC PRESERVATION AND SHALL COMPLY WITH THE NATIONAL PARK SERVICES PRESERVATION BRIEF 48: PRESERVING GRAVE MARKERS IN HISTORIC CEMETERIES.
4. CONTRACTOR SHALL NOT DISTURB OR DAMAGE GRAVESTONES, MONUMENTS, OR PLOTS NOT IN THE SCOPE OF WORK UNDER ANY CIRCUMSTANCE.
5. USE OF BRICKS AND OTHER ELEMENTS FROM OTHER PORTIONS OF THE SITE IS STRICTLY PROHIBITED.
6. LINEAR FOOTAGE IS INCLUDED AS A GENERAL GUIDE. CONTRATOR SHALL VERIFY ACTUAL QUANTITY OF WORK AND ALL EXISTING CONDITIONS AND INCLUDE SAME IN THEIR BASE QUOTE.
7. INSPECTIONS SHALL BE REQUIRED AT ALL PHASES OF WORK. COORDINATE ALL INSPECTIONS WITH PROJECT MANAGER.

SHEET NOTES

1. GRAVESTONES SHALL FACE EAST UPON RE-INSTALLATION IN ALL INSTANCES.
2. USE OF HARSH OR POTENTIALLY DAMAGING CHEMICALS FOR CLEANING IS STRICTLY PROHIBITED.
3. CAULK IN ALL INSTANCES REFERS TO ADHESIVE CAULK. CAULK SHALL BE COLOR MATCHED TO THE SURFACE ON WHICH IT IS APPLIED. NP-1 SHALL SERVE AS THE BASIS OF DESIGN. SUBMITTALS FOR PROPOSED PRODUCT USE SHALL BE REQUIRED.
4. PROJECT MANAGER SHALL APPROVE COLOR MATCH OF PRODUCTS AND STONE DUST, ONCE GROUND, PRIOR TO THE BEGINNING OF REPAIR WORK PER GRAVESTONE OR ELEMENT, PER PLOT.
5. CRIBBED COPING AND BRICK UNITS SHALL NOT IMPEDE THE ABILITY OF FOOT TRAFFIC TO TRAVERSE ADJACENT AREAS OF TEMPORARY STORAGE.
6. CONTRACTOR MAY CONSIDER THE USE OF SECURITY FENCING OR ORANGE SAFETY FENCING WHEN WORKING IN A PARTICULAR PLOT, IN ORDER TO BLOCK THE AREA FROM PUBLIC ACCESS. ASSOCIATED COSTS SHALL BE INCORPORATED INTO THE BASE QUOTE.



ROW 9, PLOT 92

GRAVESTONE REPAIR & RESETTING:

1. WORK CONSISTS OF THREE REPAIRS AND RESETTING OF (3) DIFFERENT GRAVE ELEMENTS IN THE PLOT.
2. CONTRACTOR SHALL RE-ASSEMBLE ALL PIECES AND PARTS OF THE BROKEN HEADSTONE TO CREATE A COMPLETE ELEMENT. PRIOR TO FINALLY ASSEMBLY, HEADSTONE PIECES SHALL BE CLEANED USING A LESS THAN OR EQUAL TO ONE PERCENT (<1%) ACTIVE SODIUM HYPOCHLORITE SOLUTION.
3. HEADSTONE PIECES SHALL BE BOARD-FORMED THEN PROPERLY FASTENED TOGETHER USING A PRE-APPROVED ONE-PART TO ONE-PART STONE EPOXY SUITABLE FOR HISTORIC RESTORATION. SPALLING IS ANTICIPATED BUT IN MODERATE AMOUNTS. PROJECT MANAGER WILL DETERMINE ACCEPTABLE LEVEL OF SPALLING.
4. EPOXY SHALL BE COLOR MATCHED USING MANUFACTURER SUPPLIED TINTING AGENT AND VISIT EPOXY SEAMS AT FACES OF REPAIRS SHALL BE SPRINKLED WITH STONE DUST MATCHING THE TYPE AND COLOR OF THE HEADSTONE. SEAMS SHALL BE AS NON-DESCRIPT AS ACHIEVABLE. CITY SHALL SUPPLY STONE FOR DUSTING SEAMS.
5. HEADSTONE SHALL BE RESET ATOP BASE, USING A BEAD OF NP-1 CAULK TO STABILIZE.
6. FOR THE LEDGER STONE, CONTRACTOR SHALL CAREFULLY SAWCUT THE BROKEN END, 10 INCHES FROM THE ORIGINAL EDGE, SO THAT ALL STONE-RELATED BREAKS ARE REMOVED. CUT SHALL BE STRAIGHT AND PERPENDICULAR TO LONG SIDES OF STONE. CUT EDGE SHALL BE FILLETED AND CHAMFERED TO REMOVE SHARP AND POTENTIALLY INJURIOUS CORNERS OF THE NEWLY ESTABLISHED SIDE.
7. LEDGER STONE SHALL BE CENTERED ON THE EXISTING MASONRY CURBING SO THAT ALL UPWARD FACES OF BRICKS ARE COMPLETELY COVERED BENEATH.
8. THE EXISTING PILLOW STONE SHALL BE RESET SO THAT IT ALIGNS WITH THE CUT EDGE OF THE LEDGER STONE.



ROW 16, PLOT 15

GRAVESTONE REPAIR & RESETTING:

1. WORK CONSISTS OF THREE REPAIRS TO (3) DIFFERENT TOMBS IN THE PLOT. NO FENCING OR IRONWORK SHALL BE INCLUDED.
2. FOR THE NORTHMOST TOMB, CONTRACTOR SHALL RE-ASSEMBLE ALL PIECES AND PARTS OF THE BROKEN URN TO CREATE A COMPLETE ELEMENT. PRIOR TO FINALLY ASSEMBLY, URN PIECES SHALL BE CLEANED USING A LESS THAN OR EQUAL TO ONE PERCENT (<1%) ACTIVE SODIUM HYPOCHLORITE SOLUTION.
3. URN PIECES SHALL BE PROPERLY FASTENED TOGETHER USING A PRE-APPROVED ONE-PART TO ONE-PART STONE EPOXY SUITABLE FOR HISTORIC RESTORATION. SPALLING IS ANTICIPATED BUT IN MODERATE AMOUNTS. PROJECT MANAGER WILL DETERMINE ACCEPTABLE LEVEL OF SPALLING.
4. EPOXY SHALL BE COLOR MATCHED USING MANUFACTURER SUPPLIED TINTING AGENT AND VISIT EPOXY SEAMS AT FACES OF REPAIRS SHALL BE SPRINKLED WITH STONE DUST MATCHING THE TYPE AND COLOR OF THE URN. SEAMS SHALL BE AS NON-DESCRIPT AS ACHIEVABLE. CITY SHALL SUPPLY STONE FOR DUSTING SEAMS.
5. URN SHALL BE RESET ATOP BASE, USING A SMALL BEAD OF NP-1 CAULK TO STABILIZE.
6. FOR THE MIDDLE BASE, CONTRACTOR SHALL CAREFULLY STRAP AND LIFT THE TOPPLED OBELISK, ENSURING NO DAMAGE TO THE STONE FACE OR FURTHER DAMAGE TO THE FENCE OCCURS. OBELISK SHALL BE CORRECTLY PLACED ON THE BASE AND ATTACHED USING A SMALL AMOUNT OF NP-1 CAULK AT THE CONNECTION POINT. NO CAULK SHALL BE VISIBLE ONCE INSTALLATION IS COMPLETE.
7. USE OF LIGHT/DIGHT, CURVED, RUBBER WHEEL, CEMETERY-GRADE EQUIPMENT IS PERMISSIBLE. EQUIPMENT SHALL BE PRE-APPROVED BY THE PROJECT MANAGER PRIOR TO THE START OF WORK. EQUIPMENT MUST BE ABLE TO FIT THROUGH THE FRONT DOUBLE GATE. EQUIPMENT SHALL BE LIMITED TO WALKWAYS BETWEEN PLOTS. A PRE-APPROVED PATH SHALL BE DETERMINED BY THE PROJECT MANAGER AND CONTRACTOR PRIOR TO THE BEGINNING OF WORK.
8. THE SOUTHMOST GRAVESTONE BASE MUST SHALL BE CLEANED OF DEBRIS SO THAT TOPPLED GRAVESTONE CAN BE RESET IN PLACE. ONCE RESET TOMBSTONE SHALL BE CLEANED OF VEGETATION AND SOILING USING A SOFT BRISTLE, NON-ABRASIVE BRUSH AND LOW PRESSURE WATER, BUT PRESSURE SHALL NOT EXCEED 600 psi.



ROW 15, PLOT 96

GRAVESTONE RESETTING:

1. WORK CONSISTS OF THE STRAIGHTENING OF THE EXISTING DOWEL PIN TO AN APPROXIMATE 90 DEGREE ANGLE TO THE BOTTOM OF THE OBELISK AND CAN ALIGN WITH THE EXISTING HOLE IN THE ASSOCIATED GRAVESTONE BASE.
2. NP-1 CAULK SHALL BE CAREFULLY INSERTED INTO THE BASE ANCHOR HOLE.
3. CONTRACTOR SHALL CAREFULLY STRAP AND LIFT THE TOPPLED OBELISK, ENSURING NO DAMAGE TO THE STONE FACE OR BASE OCCURS. OBELISK SHALL BE CORRECTLY PLACED ON THE BASE, USING THE DOWEL PIN AS THE GUIDE. NO CAULK SHALL BE VISIBLE ONCE INSTALLATION IS COMPLETE.
4. ONCE RESET TOMBSTONE SHALL BE CLEANED OF VEGETATION AND SOILING USING A SOFT BRISTLE, NON-ABRASIVE BRUSH AND LOW PRESSURE WATER, BUT PRESSURE SHALL NOT EXCEED 600 psi.



ALTERNATE #1
ROW 2, PLOT 49

HISTORIC MASONRY & STONE:

1. PLOT CURBING SHALL BE CAREFULLY HAND DISASSEMBLED IN ORDER TO PRESERVE THE EXISTING GRANITE COPING SECTIONS & BRICK UNITS. COPING SHALL BE PRESERVED IN ORIGINAL CONDITION AND SHALL BE STORED ADJACENT TO ROW 2, PLOT 49 ON CRIBBING ADEQUATE TO SUPPORT THE WEIGHT OF EACH SECTION.
2. BRICKS THAT CAN BE SALVAGED SHALL BE CLEANED USING A SOFT BRISTLE, NON-ABRASIVE BRUSH. LOW PRESSURE WATER MAY BE USED TO REMOVE POLLUTANTS, CONTAMINANTS, SOILING & VEGETATION, AS NEEDED TO CORRECTLY REASSEMBLE, BUT PRESSURE SHALL NOT EXCEED 600 psi. ALL OTHER UNITS NEEDED TO COMPLETE ASSEMBLY OF A NEW PLOT CURBING SHALL BE OLD MOBILE WITHIN A COLOR RANGE AND TEXTURE TO MATCH. EXISTING UNITS AND FACADE OF ADJACENT SECTIONS OF CURBING. NEWLY ACQUIRED BRICKS SHALL BE PURCHASED BY CONTRACTOR. CONTRACTOR SHALL INCLUDE COST FOR PURCHASED BRICKS IN THE BASE BID.
3. USE OF BRICKS FROM OTHER AREAS OF THE CEMETERY IS STRICTLY PROHIBITED. NO REMOVED ELEMENTS SHALL BE STORED WITHIN THE PLOT, ON ADJACENT PLOTS, OR ON MARKERED BURIAL SITES OF ANY SORT.
4. ALL BRICK UNITS TO BE USED IN REASSEMBLY SHALL BE ONE STACKED AGAINST THE PLOT'S UNDISTURBED CURBING, SO THAT GROUND CONTACT IS AVOIDED.
5. APPROXIMATELY TWENTY LINEAR FEET (20'-4" LF) SHALL BE REMOVED TO SLIGHTLY BELOW GRADE.
6. TYPE S MORTAR SHALL BE USED TO LEVEL THE WALL IN ORDER TO SET NEWLY LAID BRICK PLUMB & LEVEL. MORTAR SHALL NOT BE SEEN ONCE BRICKS ARE ARRANGED.
7. BRICKS SHALL BE LOOSE STACKED WITHOUT MORTAR JOINTS. BRICKS SHALL BE CONNECTED USING A BEAD OF BLACK NP-1 CAULK ALONG THE CENTER OF EACH BRICK. NO CAULK SHALL BE ALLOWED ON VISIBLE BRICK FACES.
8. AT THE JUNCTION OF THE NEW WORK AND THE OLD, BRICK SHALL BE TOOTHED IN TO FORM A VISUALLY INDISCERNIBLE JOINT.
9. GRANITE COPING SHALL BE SET IN PLACE AS ORIGINALLY ARRANGED SO THAT SECTIONS ALIGN WITH THE BRICK PORTION OF THE CURBING. BRICK DEFLECTION UNDER THE GRANITE CAPS SHALL BE CORRECTED AS NEEDED.

NUMBER	REVISION DESCRIPTION

CE-074-21: CHURCH STREET CEMETERY
CITY OF MOBILE
MOBILE, ALABAMA

DESIGNED BY:

DRAWN BY: JFL

CHECKED BY:

DATE: 2021

SHEET TITLE: GRAVESTONE REPAIR PLAN

SHEET: **A-1**

ARCHITECTURAL ENGINEERING DEPARTMENT
REQUEST FOR QUOTES
April 6, 2022

The City of Mobile will receive quotes for the following Project:

Project Name: Church Street Graveyard – Hurricane Repairs – Gravestone Repairs

Project Location(s): 106 South Scott Street, Mobile, Alabama 36602

Project Number: CE-074-21

Scope of Work:
The Base Scope includes repairs and resetting of six (6) gravestones on three separate burial plots at the cemetery site, as specified in the attached drawing, A-1: Gravestone Repair Plan. All work shall be in accordance with the Secretary of the Interior's standards for historic preservation and shall comply with the National Park Services "Preservation Brief 48: Preserving Grave Markers in Historic Cemeteries."

Important Dates:
Pre-Quote Meeting: Wednesday, April 13, 2022 at 8:30 AM.
Quotes Due: Wednesday April 27, 2022 at 2:00 PM.

Examination of Documents: Before submitting a Quote, Contractor's shall carefully examine this RFQ, visit the site, including attendance at the Pre-Quote meeting, fully inform themselves as to existing conditions and limitations, and include in the Quote a sum to cover the cost of all items included in the RFQ documents and as necessary to perform the work. The submission of a Quote will be considered as conclusive evidence that the Contractor has made such examination.

Attachments:

A-1: Gravestone Repair Plan

Mandatory Pre-Quote Meeting shall be held on at the site on **Wednesday, April 13, 2022 at 8:30AM.** A representative of the Quoter is encouraged to be present at the meeting. However, if no representative can be present in person, the Quoter shall contact the Project Manager at 251.422.3312, at least 24 hours prior to the meeting, in

order to coordinate attendance of the meeting by conference call. Quoters are required to participate in the Pre-Quote Conference, visit the site prior to submitting a Quote and include all costs associated with the project in their Quotes.

All **Requests for Information (RFI's)** and requests for substitutions, shall be submitted in writing to the Project Manager no later than 2:00 PM, seven (7) business days prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the contractor on the Quote form. Failure to acknowledge Addenda may result in disqualification of the Quote.

This is a not tax exempt project. Quoters shall include sales and use taxes in their quote amount.

Contractors may use on-site utilities and facilities, such as water and designated parking areas. Contractor shall have access to the work site, as approved by the Owner, but typically 7:00am to 6:00pm Monday through Saturday each week. No work shall be performed on Sunday to accommodate activities of surrounding houses of worship. Debris shall be removed and disposed of daily. The facility will remain in use throughout period of construction. Limit use of premises to allow for Owner access and use of facility. Work scheduling and access shall be coordinated with the Owner representatives. Obey all City and Facility regulations.

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

Contingency Allowance:
Include in the Total Base Quote a stipulated sum as indicated on the Quote Form for use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the general Contingency Allowance.

Upon completion of the Work, any unused portion of the total amount of the Allowance shall be credited back to the City of Mobile in the form of a Change Order.

Quotes (stipulated sum):
Quotes for the above Scope of Work **will be received until 2:00 PM** on Wednesday the **27th day of April, 2022** in the Architectural Engineering Department, 205 Government Street, (P.O. Box 1827, Mobile, Alabama 36633). Quotes in amounts less than $50,000 may be submitted in person, e-mailed or mailed to the Project Manager at the address indicated. Quotes $50,000 or greater shall be submitted in a sealed 9"x12" envelope with the Contractor's General Contractors license information written on the outside of the bid envelope. Quotes for $50,000 or more shall have a Bid Surety payable to Owner, City of Mobile, in the amount of 5% of the Base Quote drawn on an Alabama bank. Contractor is responsible for his quote arriving on time. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

A. No Quote may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids.

B. The City of Mobile will have sixty (60) days from the quote opening date to award contract.

Bond Requirements:
For contracts that exceed $10,000.00, a Bid Bond (or Bid Security), Performance Bond and a Labor and Material Payment Bond shall be required.

A. Cost of Bonds shall be included in the Contractor's bid.

B. A Surety authorized to do business in the State of Alabama must issue Bonds.

C. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Bid Security/Bid Bond:

A. A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. The Bid Security of the three lowest bidding Contractors shall be retained by the Owner until a contract is executed for the project.

A City of Mobile Business License is required and must be current at contract execution and throughout duration of contract.

Alabama Historical Commission Cemetery Permit is required but will be obtained and supplied by the City of Mobile at no cost to the Contractor.

Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following documents:

1. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 1)

2. Contract form example "Agreement Between Owner and Contractor For A Stipulated Sum" (sample attached as Exhibit 2)

3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 3 with sample documents)

4. Company's current W-9 Tax Form and City of Mobile Vendor Information Form (documents attached as Exhibit 4) Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System: https://www.cityofmobile.org/bids/vendor-

Bonds: For contracts that exceed $10,000, a Bid Bond, a Performance Bond and a Labor and Material Payment Bond shall be required.

Surety Qualifications: A Surety authorized to do business in the State of Alabama must issue Bonds. Consent of Surety to Final Payment, AIA Document G707, shall be provided prior to final payment as part of the closeout requirements.

For **Payment(s),** submit two (2) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703.

At **Substantial Completion** of the project, the Contractor shall publish a "Notice of Final Completion" of the contract one time in a newspaper of general circulation, published in Mobile County. Contractor shall provide an electronic or hard copy of the Notice verbiage, on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager. Final settlement may be made at any time one week after the notice has been published and all applicable Close Out documents have been received and approved.

The "Notice of Final Completion" shall read as follows:

> STATE OF ALABAMA
> COUNTY OF MOBILE
> NOTICE OF COMPLETION
> In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for Church Street Graveyard – Hurricane Repairs – Gravestone Repairs, CE-074-21, in Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633-1827.

Liquidated Damages: A time charge equal to two hundred fifty dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or closeout documents not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

Contractor's Warranty: Contractor shall warrant that the Work will conform to the requirements of the information contained in this Request for Quotes and will be free from defects. Work and/or materials and site furnishings not conforming to these requirements may be considered defective and shall, within one (1) year from date of Substantial Completion of the Project, be promptly replaced or corrected without cost to the Owner. Contractor shall also provide manufacturer's warranties for canopies and paint products.

Close Out Documents shall also include original executed copies of the following AIA Documents:

1. Contractor's Affidavit of Payment of Debts and Claims G706
2. Contractor's Affidavit of Release of Liens G706A

Contact the Project Manager, Jacob Laurence, at the City of Mobile, Real Estate Asset Management Department, 251-422-3312 phone or e-mail laurencej@cityofmobile.org for further clarification regarding this Request for Quotes.

E-Verify

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Secu[illegible] Division	
Name (Please Type or P[illegible]	Title
Signature	Date

SAMPLE

E-Verify

Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Num	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

EXHIBIT 2

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

This Agreement made and entered into this_____.

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

And the Contractor:

City Business License No.:_____

Secretary of State Registration No.:_____

For the following Project: Church Street Graveyard -
Hurricane Repairs – Gravestone Repairs
106 South Scott Street
Mobile, Alabama 36602

Project Number: CE-074-21

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is _____ and xx/100 Dollars ($xx,xxx.00), which includes a Contingency Allowance of _____and xx/100 Dollars ($1,000.00).

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

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized

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

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

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

2.0 OWNER'S REPRESENTATIVE

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

3.0 GENERAL REQUIREMENTS

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

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

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

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

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

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

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

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

B. 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.

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

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

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. "In Rem": endorsement is required.

F. Builder's Risk Insurance

1. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during construction, fabrications, storage, transport and erection of any equipment.

2. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

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

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

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

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

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

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

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

3.8 Indemnification. CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

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

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

3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State and Federal Codes and Ordinances throughout the contract period.

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

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

3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND:

Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than $10,000.00.

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

3.16 RETAINAGE:

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.17 PROOF OF ADVERTISEMENT of COMPLETION

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

(b) Notice of Completion advertisement shall read as follows:
STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for Church Street Graveyard – Hurricane Repairs – Gravestone Repairs, CE-074-21, in Mobile, Alabama 36602. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

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

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

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Architectural Engineering Director will apply.

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

1. Request for Quotes documents, dated April 6, 2022, as prepared by the City of Mobile Architectural Engineering Department;
2. Addendum No ___, dated _____, and Addendum No ___, dated _____ and Addendum No _____, dated_____, etc.
3. E-Verify Documentation;

4. Certificate of Insurance with endorsements;
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

6.0 NONDISCRIMINATION

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

B. Contractor shall abide by provisions of Mobile Ordinance #02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

7.0 IMMIGRATION LAWS

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

8.0 Public Contracts with Entities in certain Boycott Activities:

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

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

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

OWNER: City of Mobile

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONTRACTOR:

_____
By Signature

_____
Printed Name and Title
(Corporate Seal if applicable)

ATTEST: City of Mobile

_____
City Clerk

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

_____
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT 3

City of Mobile Insurance Requirements
Contractor

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

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

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

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, 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.

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

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

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in 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).

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

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

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

Notice of Cancellation – Certificates 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.

Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form including the policy endorsement requirements is attached for Contractor's reference.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X				MED EXP (Any one person)	$ 5,000
	[X] Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
	[ ]						GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO	X	X				BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
	[X] UMBRELLA LIAB [X] OCCUR	X	X				EACH OCCURRENCE	$ 1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] WC STATU-TORY LIMITS [ ] OTH-ER	$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N [ ]	N/A	X				E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
		[ ]	[ ]					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

PROJECT NAME: PROJECT NUMBER:

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured, Waiver of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

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: _____ Title: _____

Email: _____ Phone: _____

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company_____ Your Bid/Proposal Amount $_____ Date:

_____/ _____/_____ Description_____

Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only

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. _____

_____

_____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E on G703)	$	
b. _____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	GRAND TOTALS								

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/____
(Title) (Date)

Addendum No. 1

To: Registered Planholders and Pre-Quote Conference Attendees

From: Jacob Laurence, Work Order Coordinator
Architectural Engineering Department

Date: April 13, 2022

Re: **Church Street Graveyard – Hurricane Repairs – Gravestone Repairs**
106 South Scott Street
Mobile, Alabama 36602
CE-074-21

This Addendum forms a part of, and modifies, the RFQ documents for the referenced project, dated April 6, 2022. Acknowledge the receipt of this Addendum No. 1, and any subsequent Addenda, in the space provided on the Quote Form. Failure to do so may subject Quote to disqualification.

General:

Item 1. The Pre-Quote Conference Agenda ***with Modifications*** (modifications bolded and italicized or with strikethroughs) and the Pre-Quote Conference Attendance Roster, both dated April 13, 2022 are attached and form a part of Addendum No. 1. Contractor shall review modifications in the Agenda for items that will affect bidding.

Drawings:

Item 1. Drawing Sheet A-1, Row 15, Plot 96- Add: "Contractor shall level base of monumrnt prior to installting obeslik. Leveling shall include best practices to ensure future sinking does not occur and shall minimize ground disturbance to the greatest degree possible.

Item 2: Drawing Sheet A-1, Row 16, Plot 15- Add: "Contractor shall leave urn untouched where previous repairs were made using concrete and limit activity only to the reassembly of the urn, so that it is returned to its pre-storm condition to the greatest degree possible.

Attachments-
Pre-Quote Conference Agenda ***with Modifications***
Pre-Quote Conference Attendance Roster

END OF ADDENDUM No. 1

CHURCH STREET GRAVEYARD – HURRICANE REPAIRS – GRAVESTONE REPAIRS
Project # CE-074-21
PRE-QUOTE CONFERENCE

8:30am Wednesday, April 13, 2022
106 South Scott Street, Mobile, Alabama 36602

AGENDA ***with modifications bolded and italicized or with strikethroughs***

---

1) **Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
   A. Introductions - REAM Work Order Coordinator, Project Manager
   Jacob Laurence, 251-422-3312 cell; 251-208-7703 office; laurencej@cityofmobile.org

2) **Discussion of Scope of Work:**
   A. The scope of this project is to include the furnishing of all labor, materials, tools and equipment necessary for a complete repair of the ***storm-***damaged portion of the site ***only,*** including:
      1) Repairs of six (6) gravestones on various burial plots at the project site.
      2) Site cleaning, grading of disturbed areas, and seeding & haying,
      3) Compliance with the National Park Services Preservation Brief 2: "Repointing Mortar Joints in Historic Masonry Buildings" and
      4) Best Management Practices (BMPs) for sediment/erosion control for contract duration.
   ~~B.~~ Alabama Historical Commission permit ***and City of Mobile Certificate of Appropriateness*** will be required for this project, but shall be obtained at no cost to the Contractor. ***City of Mobile building permit shall not be required.*** ~~Contractor shall have a current $10,000 Surety Bond on file with the City of Mobile Permitting prior to issuance of permits and throughout the contract duration.~~
   C. Permits shall be posted by the Contractor in a prominent location for the duration of the project.
   D. Generally, the site will remain open to the public and City of Mobile maintenance crews. Contractor shall secure the work area as they are working and during afterhours and weekends with a chain link construction/security fence, closing the work area from public access.
   E. Any damage to the original condition of site at the start of on-site work, including headstones and monuments, shall be the responsibility of the contractor at the contractor's expense. The use of bricks or other elements from other areas of the site or from the private property is strictly prohibited.
   F. Contractor shall provide a lockable portable toilet. Unit shall be serviced weekly.
   G. Contractor parking shall be limited to a pre-determined area agreed upon in advance by the Project Manager and the Contractor.
   H. Contractor may use on-site water ***and electricity***. Contractor shall supply their own hose lengths ***or electrical cords*** to span the area from the hose bib ***or outlet*** to the work site. Contractor shall be responsible for turning off the water at the hose bib each day. Extreme or excessive water usage shall be billed to the Contractor. Project Manager shall determine what excessive use is. The Contractor may wish to install a locking device at the hose bib for the duration of the project. Coordinate key/unlocking device with Project Manager. Contractor may wish to use self-supplied potable water and shall incorporate the associated costs into their Base ~~Bid~~ ***Quote***.
   I. There will be a $1,000.00 Contingency Allowance for the project. Quote Form shall include all project related costs. The project is NOT tax exempt.
   J. Any proposed changes to the design shall be submitted to the Consultant for approval in advance of commencement of any work.
   K. Work hours shall typically be 7am to 4pm Monday through Saturday. Access to the site shall be through the front gate on Scott Street only. Upon coordination with the Project Manager,
   L. Contractor shall start with the project within 10 days following the written Notice to Proceed.

M. Contract duration is Forty-Five (45) calendar days from the written Notice to Proceed.

---

3) Bidding instructions, forms, special requirements and time:

A. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Jacob Laurence at laurencej@cityofmobile.org.
B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Project Manager shall issue all addenda.
C. Cut off time for RFIs is seven (7) calendar days prior to the Quote Opening date by 12:00pm.
D. The City of Mobile Mun. Code Sec 14-2 that requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises has been waived for this project.
E. Receipt of Quotes shall be Wednesday, April 27, 2022, no later than 2:00 PM local time. Quotes may be mailed, emailed, or hand delivered to the Architectural Engineering Department, 5th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602 (or City of Mobile Architectural Engineering Department, P. O. Box 1827, 36633-1827, if sent by regular mail via the U. S. Postal Service).
F. Quotes shall be submitted only on a copy of the Quote Form included in the RFQ Documents and shall include a, Bid Security, as applicable. ***If bids are $50,000 or greater,*** the project number and name shall be written on the outside of the envelope of a Sealed Bid ***along with the verbiage "SEALED BID- DO NOT OPEN UNTIL 2:00PM ON <date>. Sealed Bids shall be mailed or delivered to the Office of the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.*** Quotes ***or Sealed Bids*** submitted without the proper documentation ***or in the incorrect format*** shall be rejected without being read.
G. Use of Allowance shall be approved by Owner prior to the commencement of associated work.

4) Additional Requirements within 10 Days of Contract Award:

1. A valid City of Mobile business license for the duration of the contract period
2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attached Certificate of Insurance).
4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
5. Performance Bond and Labor and Material Payment Bond.
6. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, Contractor's name shall be EXACTLY the same.

5) Payment requirements:

a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published once for a week in a local newspaper of general circulation.
c. Invoices shall be substituted as two originals by utilization of AIA Documents G702 and G703, completed by the contractor with original signatures and notary seal, and partial lien waivers, as applicable.

6) **Review of Site**

7) **Adjourn**

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION			DATE
Pre-Quote Confernece	CE-074-21: Church Street Graveyard - Hurricane Repairs - Gravestone Repairs	106 SOUTH SCOTT STREET, MOBILE, ALABAMA 36602			2022-04-13
NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
JACOB LAURENCE	City of Mobile, REAM Department	251-208-7703	251-208-5871	251-422-3312	LAURENCEJ@CITYOFMOBILE.ORG
JASON HARPE	RICHARD GRUBB & ASSOC.	704-477-0967	———	SAME	jharpe@rgaincorporated.com
↳ ATTENDANCE VIA TELEPHONE					
Jesse Phillips	Phillips Management	251-455-0523		SAME	JesseePhillips62@GMAIL.COM
David Hamilton	Mishlian Galleries	251 689-0372		same	mishlangmin@hotmail.com

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Cassie Boatwright, Real Estate Asset Management Dept

Purpose and Scope of Project:

To install a complete NDAA Section 809-compliant security camera system at the City of Mobile Probation Office

Amount of Contract:

$33,930.00

Funding Source

Project # Probation Office - Security Camera Install SR-029-22 — **Discretionary Funds**

Project String E0051 Equipment-Muni Court Security Camer (20002000-48010) — **Contract Number:**3878

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SR-029-22 Probation Office - Security Camera Install	Cover Memo	6/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	6/29/2022 - 12:00 PM
Capital	Rhodes, Brenda	Approved	6/29/2022 - 1:20 PM
Legal	Kern, Chris	Approved	6/30/2022 - 12:28 PM

Mayors Office	Montgomery, Brandi	Approved	6/30/2022 - 2:32 PM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	JOHNSON CONTROLS, INC.
Project Name:	CITY OF MOBILE PROBATION OFFICE – SECURITY CAMERA INSTALL
Project Number:	SR-029-22
Amount:	$33,930.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: E0051 – EQUIPMENT-MUNI COURT SECURITY CAMER

CAPITAL PROJECT #: E0051 (20002000-48010) **DATE OF RECEIPT:** _____

BUILDING SERVICES PROJECT #: SR-029-22

CONTRACT AMOUNT: $33,930.00

PROJECT DESCRIPTION: TO INSTALL A COMPLETE NDAA SECTION 809-COMPLIANT SECURITY CAMERA SYSTEM AT THE CITY OF MOBILE PROBATION OFFICE (200 GOVERNMENT STREET).

VENDOR NAME: JOHNSON CONTROLS, INC.

VENDOR NUMBER: 103800

DEPT #: 3037 **DEPT NAME:** BUILDING SERVICES

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 6/28/2022

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

MOBILE
ALABAMA

This Agreement made and entered into this _____.

BETWEEN the **Owner:**

CITY OF MOBILE
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633

And the **Contractor**:

Johnson Controls, Inc.
859 Butler Drive
Mobile, Alabama 36693

City of Business License No.: 255020

Secretary of State Registration No.:000-853-851

For the following **Project**:

SR-029-22
City of Mobile Probation Office – Security Camera Install
200 Government Street
Mobile, Alabama 36602

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A", and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though full set out herein. The total contract amount is Thirty-Three Thousand Nine Hundred Thirty and 00/100 Dollars ($33,930.00).

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

2.0 OWNER'S REPRESENTATIVE

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

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within Sixty (60) calendar days from the date of the written Notice to Proceed.

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

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

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

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6 INSURANCE

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

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama and the United States of America, including the U.S. Longshore & Harbor Workers Act and the Jones Act, if applicable.
2. Employer's Liability with limits of not less than:

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

3. United States Longshoreman's Harbor Worker's Act

4. Jones Act Coverage if applicable) placed either in the Workers Compensation or through the Marine General Liability.

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

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

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

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

5. The Marine General Liability policy must include an endorsement to cover "Sudden and Accidental Pollution."

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
2. **If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles,** said certificate and this sentence shall evidence the Contractor's covenant that it

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

D. Excess/Umbrella Liability Insurance:

1. Providing following coverage 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.

E. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication, or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for

Architect's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of 3% of insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A "named storm" endorsement is required. The deductible shall be a maximum of 3% of insured value.

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

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

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

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

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

3.7 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities,

whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of wha1tever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

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

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

3.10 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

3.11 BEST MANAGEMENT PRACTICES (BMPs)
The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control._and all other applicable regulations.Ji.n full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed.

3.12 METHOD of PAYMENT
Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be

processed until all required Close-out Documents are submitted to and approved by the Owner.

3.13 TERMINATION of CONTRACT

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

3.14 LABOR AND MATERIAL PAYMENT BOND AND PERFORMANCE

Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than $10,000.00.

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

3.15 RETAINAGE

For each progress payment made prior to Substantial Completion of Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

1. Five Percent (5%) of the first fifty percent (50%) of the completed Work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
2. The net amount of the Retainage shall be equal to two-and-one-half (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.16 PROOF OF ADVERTISEMENT of COMPLETION

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

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Johnson Controls, Inc. has completed the contract for SC-029-22, City of Mobile Probation Office – Security Camera Upgrades, 200 Government Street, Mobile, Alabama 36602. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. 0. Box 1827, Mobile, AL 36633-1827

3.17 CONTRACTOR WARRANTY and CERTIFICATION

1. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.
2. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.\

4.0 CONTRACT DOCUMENTS

1. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.
2. An enumeration of the Contract Documents, other than a Modification, appears below:
    a. Request for documents, dated May 10, 2022, as prepared by the City of Mobile Architectural Engineering Department;
    b. Addendum No. 1 dated, June 3, 2022, and Addendum No. 2 dated, June 6, 2022;
    c. E-Verify Documentation;
    d. Certificate of Insurance with endorsements and;
    e. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

All notices of cancellation, requests, demands or other communications to the Owner shall be in writing and duly delivered to both of the following addresses to the City:

REAM Division
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

City Attorney- Legal Department
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

6.0 FORCE MAJEURE

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

7.0 NONDISCRIMINATION

1. 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.
2. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT

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

9.0 SEVERABILITY CLAUSE

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

10.0 IMMIGRATION LAWS

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

11.0 PUBLIC CONTRACTS WITH ENTITIES in CERTAIN BOYCOTT ACTIVITIES

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONTRACTOR: Johnson Controls, Inc.

By Signature

Caleb Bell Operations Manager
Printed Name and Title

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Caleb Bell as Operation Manager of Johnson Controls and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 27th day of June, 2022.

Dana Branton
NOTARY PUBLIC

My Commission Expires: 04-06-2025

DANA BRANTON
Notary Public
Alabama State at Large

SCOPE OF WORK
City of Mobile Probation Office Security Camera Install
May 10, 2022

Scope of Services: Furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the work to provide and install a complete, NDAA Section 809-compliant, operational security camera system at the City of Mobile Probation Office, 200 Government Street, Mobile, Alabama 36602, as set forth herein.

1. Coordinate all work with the Project Manager. The Work shall be performed by skilled installers under the direction of an experienced technician(s), all of whom shall be properly trained and qualified for this work.
2. Installation of all components shall be the responsibility of the Vendor. This includes all additional parts and equipment needed to complete the system such as cabling, camera mounts and any additional parts required to provide a complete solution.
3. All cabling must be Category 6 (Cat6) or Category 5 (Cat5) and installed neatly in accordance with ANSI/TIA/EIA-568-B and BICSI guidelines. All cameras will be powered by the wire. All wiring installed will be of continuous run-no splicing will be allowed.
4. Provide and install twelve (12) new interior cameras and three (3) new day/night cameras with infrared capabilities. All cameras will be securely installed and in accordance with manufacturer's instructions.
   a. All cameras shall be full featured, vandal resistant, fixed dome, wall mount cameras designed for indoor and outdoor applications.
   b. Outdoor cameras shall be sealed for outdoor use provide protection against water, wind or dust.
   c. All new cameras shall be high resolution, high sensitivity integral color cameras and should accommodate monitoring visibility day and night and be immune to shock and vibration and be vandal-resistant by being able to withstand the equivalent of 120lbs of force.
   d. Vendor will be responsible for removing old analog cameras and any other unused equipment related to the current camera recording system.
5. Provide and install a thirty-two (32) channel NVR with a minimum thirty (30) day recording capability.
6. Provide and install two (2) 32" wall mounted monitors and one (1) Tripp Lite Display TV LCD Wall Monitor Mount Tilt 32" at location(s) identified by Project Manager.
7. Check lenses for correct focusing and operation of auto-ins and adjust as necessary. Check lenses for correct field of view and adjust as necessary. Verify start-up and proper operation of Security Camera System and Server.
8. Contractor shall maintain a clean job site and dispose of all debris and trash off site at the end of each day.
9. The Contractor is responsible for any damage to the facility and shall make any necessary repairs. Costs of repairs shall be paid by the Contractor.
10. Provide all necessary training to end-user for the operation of the security system and cameras.

Alabama Secretary of State

Johnson Controls, Inc.	
Entity ID Number	000 - 853 - 851
Entity Type	Foreign Corporation
Principal Address	149 MICHIGAN STREET MILWAUKEE, WI
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Wisconsin
Formation Date	
Qualify Date	08/27/1923
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	Not Provided
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

Transactions

Transaction Date	07/22/1932
Registered Agent Changed From	COLEMAN, F W BIRMINGHAM, AL
Transaction Date	05/30/1938
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	12/30/1947
Registered Agent Changed From	HILL JR, THOMAS B 456 HILL BUILDING MONTGOMERY, AL
Transaction Date	05/08/1950
Miscellaneous Filing Entry	AMENDMENT FILED

Johnson Controls, Inc.	
Transaction Date	05/12/1955
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	05/24/1960
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	05/04/1961
Miscellaneous Filing Entry	AMENDMENT FILED (2)
Transaction Date	03/01/1966
Registered Agent Changed From	BALL JR, FRED S BALL, RICHARD 717 1ST NAT BK BLDG MONTGOMERY, AL
Transaction Date	02/28/1969
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	07/18/1969
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	02/04/1972
Registered Agent Changed From	BALL JR, FRED S BALL, RICHARD 200 S LAWRENCE STREET MONTGOMERY, AL
Transaction Date	12/03/1974
Legal Name Changed From	Johnson Service Company
Transaction Date	12/03/1974
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	07/19/1978
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	03/07/1979
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	03/13/1984
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	12/26/1985
Registered Agent Changed From	SCOTT, JAMES L HILL, L LISTER 57 ADAMS STREET MONTGOMERY, AL
Transaction Date	05/18/1987
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	03/08/2010

Johnson Controls, Inc.	
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	12/30/1947	Registered Agent Change	1 pg.
Document Date / Type / Pages	03/01/1966	Registered Agent Change	1 pg.
Document Date / Type / Pages	02/04/1972	Registered Agent Change	1 pg.
Document Date / Type / Pages	12/26/1985	Registered Agent Change	1 pg.
Document Date / Type / Pages	03/08/2010	Registered Agent Change	1 pg.

New Search

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 11557
Client Company ID Number: 272768

Approved by:

Employer Johnson Controls, Inc.

Name (Please Type or Print)	Title
Signature	Date

Designated Agent HireRight, Inc.

Wendy Lisko Name (Please Type or Print)	Title
Electronically Signed Signature	11/03/2009 Date

Department of Homeland Security – Verification Division

USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	11/04/2009 Date

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 11557
Client Company ID Number: 272768

Information Required
For the E-Verify Designated Agent Program

Information relating to your Company:

Company Name: Johnson Controls, Inc.

Company Facility Address: 507 E. Michigan St.

Milwaukee, WI 53202

County or Parish: MILWAUKEE

Employer Identification Number: 390380010

North American Industry Classification Systems Code: 238

Parent Company:

Number of Employees: 10,000 and over

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/19/2022

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

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

PRODUCER
Marsh USA Inc.
540 West Madison Street
Suite 1200
Chicago, IL 60661
Attn: JCI.Certrequest@marsh.com
CN101230596-CAS.-5-21-22

CONTACT NAME: Chad Mannella
PHONE (A/C, No, Ext): (866) 966-4664 **FAX (A/C, No):**
E-MAIL ADDRESS: JCI.certrequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Johnson Controls US Holdings, LLC
Johnson Controls, Inc.
Tyco International Holding S.a.r.l.
SimplexGrinnell LP (see attached Acord 101)
5757 North Green Bay Avenue
Milwaukee, WI 53209

COVERAGES **CERTIFICATE NUMBER:** CHI-010094382-01 **REVISION NUMBER:** 3

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			MWZY 313947-21	10/01/2021	10/01/2022	EACH OCCURRENCE	$	5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	5,000,000
	X Contractual Liability						MED EXP (Any one person)	$	50,000
	X XCU Included						PERSONAL & ADV INJURY	$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	10,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	INC IN GEN AGG
	OTHER:							$	
A	AUTOMOBILE LIABILITY			MWTB 313946-21 (Excludes New Hamp)	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$	2,500,000
A	X ANY AUTO			MWTB 313949-21 (Primary NH $250k)	10/01/2021	10/01/2022	BODILY INJURY (Per person)	$	
A	OWNED AUTOS ONLY / SCHEDULED AUTOS			MWZX 313950 (Excess NH $2.25mm)	10/01/2021	10/01/2022	BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			Excess NH Auto is Follow Form			PROPERTY DAMAGE (Per accident)	$	
				to Primary NH Auto				$	
A	X UMBRELLA LIAB X OCCUR			MWZX 315721-21	10/01/2021	10/01/2022	EACH OCCURRENCE	$	5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED RETENTION $							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			MWC 313943-21 (AOS - see page 2)	10/01/2021	10/01/2022	X PER STATUTE OTH-ER		
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH)			MWXS 313944-21 (OH & WA)	10/01/2021	10/01/2022	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project Name: 200 Government Street Security Camera Upgrades Mobile, AL 36602; Project Number SR-029-22
See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

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

AUTHORIZED REPRESENTATIVE
Marsh USA Inc.

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ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.	NAMED INSURED Johnson Controls US Holdings, LLC Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	EFFECTIVE DATE:
CARRIER / NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMPENSATION:
Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE:AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:
The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:
The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:
The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY:
For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE
The General Liability Insurance includes insurance for ongoing operations and completed operations.

PER PROJECT GENERAL AGGREGATE - GENERAL LIABILITY:
The General Aggregate Limit that applies Per Project is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Per Project General Aggregate that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to $1,000,000.

POLICY AGGREGATE - GENERAL LIABILITY:
The aggregate limit on the General Liability insurance policy is $20,000,000 combined for all General Liability coverages.

UMBRELLA/EXCESS LIABILITY:
If the primary insurance policies noted on the face of this Certificate of Liability Insurance satisfy the combination of minimum primary limits and minimum Umbrella/Excess Liability limits required by the written contract, the Umbrella/Excess Liability limits shown on the face of this Certificate of Liability Insurance do not apply.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:
Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:
Air Distribution Technologies IP, LLC; Air System Components, Inc.; ArkLaTex Mechanical Service; Carter Brothers, LLC; CEM Access Systems, Inc.; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; Federal Energy Infrastructure Solutions, LLC; Foghorn Systems Inc.; Grinnell Fire Protection Solutions LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; Master Protection LP dba FireMaster; Qolsys, Inc.; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint

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AGENCY CUSTOMER ID: CN101230596
LOC #: Milwaukee

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.	NAMED INSURED Johnson Controls US Holdings, LLC Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

America, Inc.; Silent-Aire USA Inc.; SimplexGrinnell LP; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 21	Policy Period 10/01/21 - 10/01/22	Effective Date of Endorsement 10/01/21
Issued By			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:
As required by 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 solely 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
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.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 21	Policy Period 10/01/21 - 10/01/22	Effective Date of Endorsement 10/01/21
Issued By			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As required by 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 solely 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".

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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
resolution	Cover Memo	6/21/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/21/2022 - 2:37 PM

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Brown's Non-Emergency Medical Transportation Service for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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
resolution	Cover Memo	7/6/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/6/2022 - 10:56 AM

03- 2022

R E S O L U T I O N

Sponsored by: Councilmember Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Barr Chavers is appointed to the Mobile City-County Youth Council Board effective immediately.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/7/2022 - 11:19 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/7/2022 - 11:20 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/7/2022 - 11:21 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/12/2022

Renewal Date of Contract:

7/12/2022

Funding Source

Project # 1109 Adams Street - ME-481-17 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

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

REVIEWERS:

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

PM

MUNICIPAL ENFORCEMENT DIVISION
July 5, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

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

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

PARCEL NUMBER: 29 06 40 0 004 462
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

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

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

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

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

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

Parcel Number: 29 06 40 0 004 462

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

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

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

Adopted:

_____

City Clerk

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1109 ADAMS STREET

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

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

Property Score			
Score	70	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9/13/21

NOTED 5-0-Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 05/11/2022

Property Address: 1109 Adams Street **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

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

May 17, 2022

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

Dear Tommy Jones:

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

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

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

Parcel Number: 29 06 40 0 004 462

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

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

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

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

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

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

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

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

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

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

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

☐ Repaired; or,
☒ Demolished

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

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

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

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

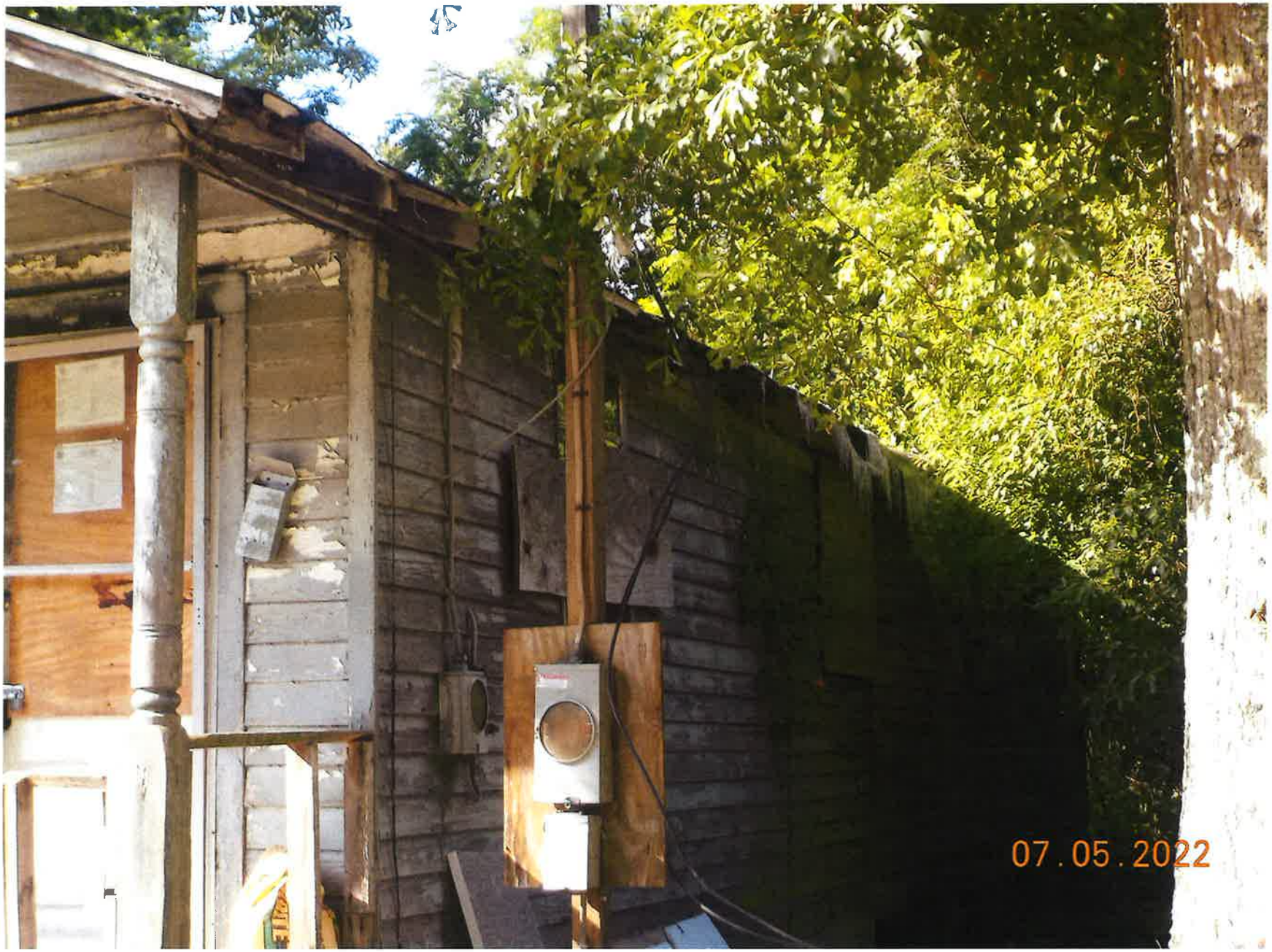
If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator


07.05.2022


07 . 05 . 2022


07 . 05 . 2022


07.05.2022


07 05 2022


07.05.2022


07 05 2022


07.05.2022


07 05 2022

Affidavit of Mailed Notice

Date: July 12, 2022

State of Alabama
County of Mobile

Subject Property – 1109 Adams Street.

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

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

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

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

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

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

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

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

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

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

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET UPDATE

RE: **1109 Adams St. Update** Date: January 10, 2022

FROM: Jaclyn Benedict, Real Estate Dept.

TO: Business Services / Municipal Enforcement Division

Title Report effective date: 10/8/2021

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

SEND NOTICES of nuisance abatement proceedings to the following parties:

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

TAX STATUS: NOT PAID

Parties with recorded liens per Title Report: None

Open Mortgages: None.

Lis Pendens:

City of Mobile filed against Olog, Inc., dated August 10, 2017 and recorded in Land Records Book 7544 at page 81.
City of Mobile filed against Olog, Inc, dated 9/14/2018 and recorded in Land RecordsBook 7681 pg. 221

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/12/2022

Renewal Date of Contract:

7/12/2022

Funding Source

Project # 1110 Adams Street - ME-479-17 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

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

REVIEWERS:

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

PM

MUNICIPAL ENFORCEMENT DIVISION
July 5, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

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

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

PARCEL NUMBER: 29 06 40 0 004 376
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

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

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

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

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

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

Parcel Number: 29 06 40 0 004 376

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

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

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

Adopted:

_____

City Clerk

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1110 ADAMS STREET

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

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

Property Score			
Score	62	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9/29/21

Voted 4-0 to Demolish

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 05/11/2022

Property Address: 1110 Adams Street **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

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

May 17, 2022

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

Dear Benjamin E. Loper:

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

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

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

Parcel Number: 29 06 40 0 004 376

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

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

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

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

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

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

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

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

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

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

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

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator


07 . 05 . 2022


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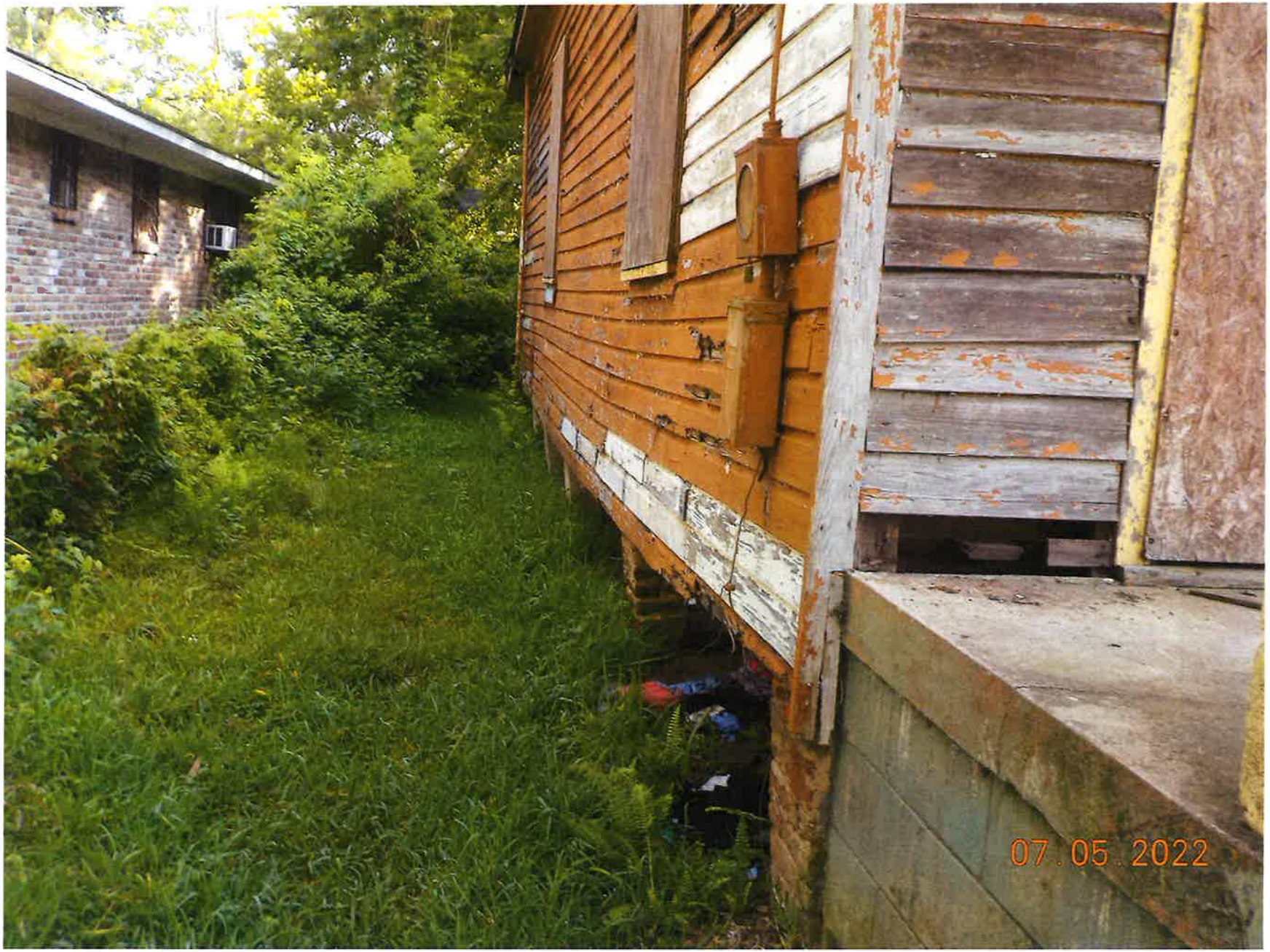

07.05.2022


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07 . 05 . 2022


07.05.2022

Affidavit of Mailed Notice

Date: July 12, 2022

State of Alabama
County of Mobile

Subject Property – 1110 Adams Street.

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

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

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

---UPDATE---

RE: 1110 Adams St. UPDATE Date: February 7, 2022

FROM: Rhonda D. Lewis, Real Estate Dept.

TO: Business Services / Municipal Enforcement Division

Title Report effective date: 10/8/2021

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

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Maxine Scott Heir of Robert & Mary Scott 3610 Minmarsue Dr., Apt. A1 Mobile, Alabama 36612	Heir Ph: 251-457-1480
2	William E. York Heir of Robert & Mary Scott 304 Clay Street Mobile, Alabama 36603	Heir Ph: 251-433-1949; 816-217-5291
3	Owners: Heirs of Robert & Mary Scott 1110 Adams St. Mobile, AL 36603-5604	Heirs / Subject Property

TAX STATUS: PAID

Parties with recorded liens per Title Report:

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

Open Mortgages: None

Lis Pendens

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/12/2022

Renewal Date of Contract:

7/12/2022

Funding Source

Project # 255 Clay Street - ME-360-17 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

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

REVIEWERS:

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

PM

MUNICIPAL ENFORCEMENT DIVISION
July 5, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

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

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

PARCEL NUMBER: 29 06 40 0 004 434
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

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

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

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

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

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

Parcel Number: 29 06 40 0 004 434

Last Assessed to: DOROTHY R STEWART

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

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

Adopted:

_____

City Clerk

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

255 CLAY STREET

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

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

Property Score			
Score	78	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9/13/21

Voted 5-1; Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 05/11/2022

Property Address: 255 Clay Street **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Dorothy R. Stewart
257 Clay Street
Mobile, Alabama 36603

May 17, 2022

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

Dear Dorothy R. Stewart:

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

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

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

Parcel Number: 29 06 40 0 004 434

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

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

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

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

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

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

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

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

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

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

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

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator


255
07 . 05 . 2022


07.05.2022


07 05 2022


07 . 05 . 2022


07 05 2022


07.05.2022


07.05.2022

Affidavit of Mailed Notice

Date: July 12, 2022

State of Alabama
County of Mobile

Subject Property – 255 Clay Street.

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

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

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

---UPDATE---

RE: 255 Clay Street **UPDATE** Date: February 7, 2022

FROM: Rhonda D. Lewis, Real Estate Dept.

TO: Business Services / Municipal Enforcement Division

Title Report effective date: 10/8/2021

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

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Dorothy R. Stewart 257 Clay St. Mobile, AL 36603-5615	Owner Ph: 251-433-2419
2	Dorothy R. Stewart 255 Clay St. Mobile, AL 36603-5615	Owner / Subject Property

TAX STATUS: PAID

Parties with recorded liens per Title Report: None.

Open Mortgages: None.

Lis Pendens

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

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/12/2022

Renewal Date of Contract:

7/12/2022

Funding Source

Project # 209 Lexington Avenue - ME-121-21 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

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

REVIEWERS:

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

Enforcement			AM
Municipal Enforcement	Daughenbaugh, David	Approved	7/6/2022 - 10:47 AM
City Clerk	Gauthier, Lana	Approved	7/7/2022 - 2:25 PM

MUNICIPAL ENFORCEMENT DIVISION
July 5, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

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

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

PARCEL NUMBER: 29 07 25 0 005 159
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

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

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

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

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

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

Parcel Number: 29 07 25 0 005 159

Last Assessed to: AGUSTIN JAVIER-ESCAMILLA & ALICIA JAVIER

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

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

Adopted:

_____

City Clerk

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

209 Lexington Avenue

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

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

Property Score			
Score	53	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-4-21

Voted 4-0-1 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 05/11/2022

Property Address: 209 Lexington Avenue **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

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

May 17, 2022

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

Dear Agustin Javier-Escamilla & Alice T De Javier:

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

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

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

Parcel Number: 29 07 25 0 005 159

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

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

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

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

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

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

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

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

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

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

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

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator


07.05.2022


07.05.2022


07.05.2022


07.05.2022


07.05.2022


07.05.2022


07 . 05 . 2022


07.05.2022


07.05.2022


07 . 05 . 2022


07 . 05 . 2022

Affidavit of Mailed Notice

Date: July 12, 2022

State of Alabama
County of Mobile

Subject Property – 209 Lexington Avenue

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

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

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET UPDATE

RE: **209 Lexington Ave. Update** Date: February 8, 2022

FROM: Jaclyn Benedict, Real Estate Dept.

TO: Business Services / Municipal Enforcement Division

Title Report effective date: 1/27/2022

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

SEND NOTICES of nuisance abatement proceedings to the following parties:

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

TAX STATUS: PAID

Parties with recorded liens per Title Report: None

Open Mortgages: None.

Lis Pendens:

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

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council member C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/12/2022

Funding Source

Project # 1700 B Michigan Avenue - ME-014-22 **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 - 1700 B Michigan Avenue	Cover Memo	7/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	7/6/2022 - 8:59 AM
City Clerk	Gauthier, Lana	Approved	7/7/2022 - 2:27 PM

RESOLUTION

Sponsored by: Councilmember C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1700 B MICHIGAN AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 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 **1700 B MICHIGAN AVENUE** described as:

LOT 1 NASSAR SUBDIVISION MBK 128/18

Parcel Number: 29 11 36 0 007 003

Last Assessed to: NASSAR PETROLEUM INC

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 5, 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 12, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1700 B MICHIGAN AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **NASSAR PETROLEUM INC** 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 11 36 0 007 003
COUNCIL DISTRICT 3 – C. J. SMALL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1700 MICHIGAN AVENUE

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

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

Property Score			
Score	63	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 2-14-22

Voted 5 to 0 for Demolition
(Bindville Carwash Only)

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 05/09/2022

Property Address: 1700 B Michigan Avenue **District No:** 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


BIRDSVILLE CAR WASH
NOTICE
07. 05. 2022


BIRDSVILLE CAR WAS
07.05.2022


07 . 05 . 2022


07.05.2022


07.05.2022


07 05 2022


07.05.2022


07 05 2022


07 05 2022


07.05.2022


07 05 2022

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Nassar Petroleum, Inc.
1116 Pace Parkway
Mobile, AL 36693

May 17, 2022

RE: **1700 B Michigan Avenue**
Project Number: ME-014-22

Dear Nassar Petroleum, Inc.:

On May 9, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1700 B Michigan Avenue.

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

LOT 1 NASSAR SUBDIVISION MBK 128/18

Parcel Number: 29 11 36 0 007 003

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **July 2, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 2, 2022,** provide the Code Official with a work plan to accomplish the repairs by **July 2, 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 2, 2022,** which is 45 days from the date of this NOTICE.

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

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

Affidavit of Mailed Notice

July 5, 2022

State of Alabama
County of Mobile

Subject Property – 1700 Michigan Avenue.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **10** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1700 Michigan Ave. Date: April 13, 2022

FROM: Rhonda D. Lewis, Real Estate Dept.

TO: Business Services / Municipal Enforcement Division

Title Report effective date: 2/3/2022

Per the Title Report, the owner is: Nassar Petroleum, Inc.

Station is leased to Brookley Shell, Inc. (tenant) and a supplier is mentioned in their agreement who will be listed for receiving Notice below.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Nassar Petroleum, Inc. 1116 Pace Parkway Mobile, AL 36693	Owner
2	Nassar Petroleum, Inc. 1700 Michigan Ave. Mobile, AL 36605-2132	Owner / Subject Property
3	Brookley Shell 1700 Michigan Ave. Mobile, AL 36605-2132	Tenant / Subject Property
4	Nassar Petroleum, Inc. 310 Bromley Pl. Mobile, AL 36606-1711	Owner / alternate address
5	Brookley Shell, Inc.(tenant) C/O Omer Ahmed Saleh Aljalal 1206 Louise Ave., Apt. #1516 Muscle Shoals, AL 35661	Tenant

6

Brookley Shell, Inc.(tenant)
C/O Saed Thiab
3537 William and Mary Rd.
Hoover, AL 35216

Tenant

7

Allstar Petroleum, Inc.
P.O. Box 1565
Lawrenceville, GA 30046

Supplier

TAX STATUS: 2021 Taxes Not Paid

Parties with recorded liens per Title Report: None

Open Mortgages:

8

Harrison Finance Company
5253 Hwy. 90 W., Ste. C-1
Mobile, AL 36619

Mortgage, no release or cancellation found

Recorded in Mo. Co. Probate 5/25/2004 RP BK 5596 PG 348

9

Harrison Finance Company
3361 Cottage Hill Rd, Ste. D
Mobile, AL 36606

Alternate Address

10

Eleftharios Palamoytis
2713 Woodcliff Dr. W.
Mobile, AL 36693

VLD

Recorded in Mo. Co. Probate 3/13/2008 LR BK 6347 PG 1410

Lis Pendens

Lis Pendens filed by the City of Mobile vs. Nassar Petroleum, Inc., recorded in Mo. Co. Probate Ct., inst. # 2022013886

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council member C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/12/2022

Funding Source

Project # 1101 S. Broad Street - ME-021-22 **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 - 1101 S. Broad Street	Cover Memo	7/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	7/6/2022 - 8:56 AM
City Clerk	Gauthier, Lana	Approved	7/7/2022 - 2:29 PM

RESOLUTION

Sponsored by: Councilmember C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1101 BROAD STREET 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, 6, 7, and 8;*** *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 **1101 BROAD STREET SOUTH** described as:

LOTS 1 & 2 & W 10 FT(S) LOT 3 RESUB MC QUILLAN TRT DBK 156/318 GRT SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 007

Parcel Number: 29 10 37 0 007 151

Last Assessed to: EVANS RUBY KENNEDY

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 5, 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 12, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1101 BROAD STREET SOUTH.** OWNED BY OR MAY HAVE AN INTEREST: **EVANS RUBY KENNEDY** 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 37 0 007 151
COUNCIL DISTRICT 3 – C. J. SMALL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1101 S. BROAD STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N OKDABLE/Contributing
Blight Zone	YES	Central Business District	N
Structure Type	R		

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

Property Score			
Score	62	Score Description	DEMO

On Hold for 30 days with Notice

REVIEW COMMITTEE

SECURE X

DEMOLITION X

APPROVAL DATE 3-7-22

Voted 3-1-1 For Demolition / Secure

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 05/09/2022

Property Address: 1101 S. Broad Street **District No:** 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


07.05.2022


NOTICE
07.05.2022


07 05 2022


07 . 05 . 2022


07 . 05 . 2022


07.05.2022


07.05.2022


07.05.2022


07.05.2022


07.05.2022


07.05.2022


07.05.2022

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Ruby Kennedy Evans
1507 Eslava Street
Mobile, Alabama 36605

May 17, 2022

RE: **1101 S. Broad Street**
Project Number: ME-021-22

Dear Ruby Kennedy Evans:

On May 9, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1101 S. Broad Street.

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

LOTS 1 & 2 & W 10 FT(S) LOT 3 RESUB MC QUILLAN TRT DBK 156/318 GRT SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 007

Parcel Number: 29 10 37 0 007 151

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **July 2, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 2, 2022,** provide the Code Official with a work plan to accomplish the repairs by **July 2, 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 2, 2022,** which is 45 days from the date of this NOTICE.

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

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

Affidavit of Mailed Notice

July 5, 2022

State of Alabama
County of Mobile

Subject Property – 1101 S. Broad Street.

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

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

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

---UPDATE---

RE: 1101 S. Broad Street UPDATE Date: April 4, 2022

FROM: Rhonda D. Lewis, Real Estate Dept.

TO: Business Services / Municipal Enforcement Division

Title Report effective date: 3/17/22

Per the Title Report, the owner is: Ruby Kennedy Evans

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Ruby Kennedy Evans 1507 Eslava Street Mobile, Alabama 36605	Owner 251-471-5063
2 Ruby Kennedy Evans 1101 S. Broad St. Mobile, AL 36603-1006	Owner / Subject Property

TAX STATUS: PAID

Parties with recorded liens per Title Report:

WEED LIEN FILED BY CITY OF MOBILE VS. RUBY KENNEDY EVANS, RECORDED IN MO. CO. PROBATE CT. 3/1/2019, INST. # 2019010469

Open Mortgages: NONE

Lis Pendens

Lis Pendens filed by the City of Mobile vs. Ruby Kennedy Evans, dated March 23, 2022 and recorded in Land Records Inst # 2022021402

Lis Pendens filed by the City of Mobile vs. Ruby Kennedy Evans, dated January 29, 2018 and recorded in Land Records Book 7598 at page 955.

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council member Scott Jones - District 6

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/12/2022

Funding Source

Project # 2017 Marian Drive - ME-013-22 **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 - 2017 Marian Drive	Cover Memo	7/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	7/6/2022 - 9:00 AM
City Clerk	Gauthier, Lana	Approved	7/7/2022 - 2:30 PM

RESOLUTION

Sponsored by: Councilmember Scott Jones – District 6

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 **2017 MARIAN DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 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 **2017 MARIAN DRIVE** described as:

LOT 59 MARYKNOLL 1ST UNIT MBK 14 PG 2 #SEC 32 T4S R2W #MP28 09 32 4 000

Parcel Number: 28 09 32 4 000 046

Last Assessed to: WESTBROOK LORRAINE BARREN

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 5, 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 12, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2017 MARIAN DRIVE.** OWNED BY OR MAY HAVE AN INTEREST: **WESTBROOK LORRAINE BARREN** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 09 32 4 000 046
COUNCIL DISTRICT 6 – SCOTT JONES
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

2017 MARIAN DRIVE

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

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

Property Score			
Score	70	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 2-14-22

Voted 5-0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 05/09/2022

Property Address: 2017 Marian Drive **District No:** 6

☐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 . 05 . 2022


07.05.2022


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07 . 05 . 2022


07.05.2022


07.05.2022


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07.05.2022


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07.05.2022


07.05.2022

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Lorraine Barren Westbrook
2017 Marian Drive
Mobile, AL 36695

May 17, 2022

RE: **2017 Marian Drive**
Project Number: ME-013-22

Dear Lorraine Barren Westbrook:

On May 9, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2017 Marian Drive.

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

LOT 59 MARYKNOLL 1ST UNIT MBK 14 PG 2 #SEC 32 T4S R2W #MP28 09 32 4 000

Parcel Number: 28 09 32 4 000 046

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 2, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 2, 2022,** provide the Code Official with a work plan to accomplish the repairs by **July 2, 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 2, 2022,** which is 45 days from the date of this NOTICE.

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

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

Affidavit of Mailed Notice

July 5, 2022

State of Alabama
County of Mobile

Subject Property – 2017 Marian Drive.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 2017 Marian Dr. Date: April 13, 2022

FROM: Jaclyn Benedict, Real Estate Dept.

TO: Business Services / Municipal Enforcement Division

Title Report effective date: 2/8/2022

Per the Title Report, the owner is: Lorraine Barren Westbrook

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Lorraine Barren Westbrook 2017 Marian Dr. Mobile, AL 36695	

TAX STATUS: Paid

Parties with recorded liens per Title Report:

State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama vs. Lorraine Westbrook, Account # ITT-R003776698 Lien # 1075115520, Date 8/19/2021, recorded in Inst # 2021056820

Open Mortgages

Wells Fargo Home Mtg. 1 Home Campus MACX 2302-017 Des Moines, IA 50328	Mortgage to Lorraine B. Westbrook dated 9/24/2007, recorded in RP 6268 pg. 970

Lis Pendens

Lis Pendens filed against Lorraine Barren Westbrook, dated 2/22/2022, recorded in Inst. # 2022013891

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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	7/7/2022 - 10:39 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member	Cory Penn	Council District 1	7 cases
Council Member	William Carroll	Council District 2	7 cases
Council Member	C J Small	Council District 3	1 case
Council Member	Ben Reynolds	Council District 4	0 cases
Council Member	Joel Daves	Council District 5	3 cases
Council Member	Scott Jones	Council District 6	1 case
Council Member	Gina Gregory	Council District 7	1case

Purpose and Scope of Project:

Assess Cost for Weed Lien Group 1627

Effective Date of Contract:

7/12/2022

Funding Source

Project # Weed Lien 1627 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	7/7/2022 - 11:58 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
City Council

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	7/7/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/7/2022 - 8:39 AM

R E S O L U T I O N

Sponsored by: Mobile City Council

WHEREAS, the constant leadership changes at Bishop State Community College are very troubling and could have an adverse effect on the Mobile area's workforce training and development; and,

WHEREAS, every effort should be made to provide Bishop State and all of the colleges in the Alabama Community College System with stable leadership and sound foundations; and,

WHEREAS, Bishop State, is a cornerstone of our workforce development efforts which impacts not only the City of Mobile but the entire state; and

WHEREAS, the Mobile City Council expects a two-year college system that is stable and has sound leadership.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MOBILE, THAT: the City Council of the City of Mobile is seeking stability in the retention of and transparency in the dismissal process for the position of President at Bishop State Community College for the citizens of Mobile.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

Shonnda Smith, Parks & Rec. Dept.

Sponsored by:

Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	7/7/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/7/2022 - 10:21 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

- **Date July 12, 2022 – Name: Jermaine Ifill (Employee #11873) Parks & Recreation (Eastern Division)**

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

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

Submitted by:

Executive Director of Public Works, James DeLapp

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing Employee of the Month for July, Rhonda Lewis with Real Estate in Public Works at Large.

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	7/5/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Gauthier, Lana	Approved	7/7/2022 - 10:18 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

- **July 2022 – Rhonda Lewis (Employee # 17515) Public Works at Large (Real Estate)**

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

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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:7/12/2022

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:7/12/2022

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

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(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.

Init.
/

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User Notes:
(1984195447)

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5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

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10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for 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.

Init.
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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	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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AGENDA ITEM SUMMARY SHEET

Agenda of:7/12/2022

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

CITY OF MOBILE

BID SHEET

This is Not an Order

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

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

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

Typed by: sd Buyer: 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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION 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:7/12/2022

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	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	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	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

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			
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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 9

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			
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:7/12/2022

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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference 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 Additional Description Notes --- POLICE PATROL PACKAGE FOR CHEVROLET TAHOE 4 DOOR SUVs REQUESTED BY THE POLICE DEPARTMENT.	44.00 EACH	10590.00000	465960.00
	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 Additional Description Notes	8.00 EACH	10590.00000	84720.00

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

CITY OF MOBILE

BID SHEET

This is Not an Order

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

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

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

Typed by: 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_____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

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

BID CONTINUATION SHEET

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

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:7/12/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Nuisance Abatement - Demolition of Structure - 2775 Springhill Avenue

Amount of Contract:

$34,400.00

Effective Date of Contract:

7/5/2022

Funding Source

Project # Nuisance Abatement - Demolition of Structure - 2775 Springhill Avenue - Project Number (ME-056-21)

Discretionary Funds N/A

Project String N/A

Contract Number:3880

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Nuisance Abatement - Demolition of Structure - 2775 Springhill Avenue	Cover Memo	6/30/2022
Revised Capital Summary Sheet	Cover Memo	6/30/2022

REVIEWERS:

Department Reviewer	Action	Date
		6/30/2022 - 4:17

Capital	Rhodes, Brenda	Approved	PM
Legal	Kern, Chris	Approved	6/30/2022 - 4:26 PM
Mayors Office	Montgomery, Brandi	Approved	7/7/2022 - 2:55 PM
Legal	Kern, Chris	Approved	6/30/2022 - 4:26 PM

RESOLUTION

2022

Sponsored by: Mayor William S. Stimpson

Councilmember: Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Lon Lindquist dba LTS Development Group

Project Name: Nuisance Abatement – Demolition of Structure
2775 Springhill Avenue

Project Number: ME-056-21

Amount: $34,400.00

Adopted:

_____
City Clerk

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

This Agreement made and entered into this_____.

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

And the Contractor: LON LINDQUIST dba LTS DEVELOPMENT GROUP
13995 Dauphin Island Parkway
Coden, Alabama 36523

City Business License No.: 95656

For the following Project: Nuisance Abatement - Demolition of Structure

2775 SPRINGHILL AVENUE
MOBILE, ALABAMA 36607
PROJECT NUMBER: ME-056-21

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Exhibit "A"- Scope of Work, which is attached hereto and is hereby incorporated as a part of this Agreement. The Contract amount for demolition of **PROJECT LOCATION: 2775 SPRINGHILL AVENUE located in Mobile, Alabama, Total Contract sum amount is: Thirty Four Thousand Four Hundred Dollars and No Cents ($34,400.00).**

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

1.3 OWNER'S REPRESENTATIVE

The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project is the Deputy Director of Municipal Enforcement Department or the Deputy Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Work shall commence within **ten (10)** business days of the date of a written Notice to Proceed. The Contractor shall deliver All Work, proof of Advertisement, Close-out documents and Invoices for completed Work within **sixty (60)** calendar days from the date of the written Notice to Proceed.

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

3.3 This Agreement, including the Request for Quotes documents, is the final expression of the agreement between the parties and represents the complete and exclusive statements of the terms agreed upon, and shall supersede all prior negotiations, understandings, representations or Agreements, either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

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

3.5 A time charge equal to two hundred fifty dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any close out requirements are not acceptably submitted for more than fifteen (15) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6 All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

Program Coordinator
Municipal Enforcement Department
Western Admin Complex
4851 Museum Drive
Mobile, AL 36608

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: Lon Lindquist dba LTS Development Group
13995 Dauphin Island Parkway, Coden, AL 36523

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

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease limits, and $1,000,000 each employee.

COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability coverage with the following minimums:

- $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- $2,000,000 Products/Completed Operations aggregate
- $1,000,000 Personal and Advertising Injury per person/organization
- $2,000,000 general aggregate per project

AUTOMOBILE LIABILITY:

Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

COMMERCIAL UMBRELLA LIABILITY:

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $4,000,000 per line of coverage.

CERTIFICATES OF INSURANCE

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

ADDITIONAL INSUREDS

These liability policies shall endorse City of Mobile as an **Additional Insured.** Coverage for City of Mobile and their officers, directors and employees as additional insureds shall

be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

CANCELLATION

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

WAIVER OF SUBROGATION

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

POLLUTION LEGAL LIABILITY

Contractor agrees to maintain Pollution Legal Liability limits of not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three- year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project basis. Pollution Legal Liability coverage shall be without asbestos exclusion.

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

3.9 The CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. **Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.**

3.10 This Agreement shall be governed by the laws of the State of Alabama and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama.

3.11 Contractor shall obtain, at its own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City permits may be obtained at no cost to the Contractor.

3.12 Contractor, in the performance of its operations and obligations hereunder, shall not be or be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

4.0 BEST MANAGEMENT PRACTICE AND CERTIFICATIONS FOR DEMOLITION OF CONDEMNED STRUCTURES WITH LEAD-BASED PAINT:

4.1 The Contractor shall be responsible for providing, implementing and maintaining "Best Management Practices" (BMP's) for erosion and sediment control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the demolition/restoration period.

4.2 A copy of this waste shipment record must be provided to the disposal site owner at the time the material is delivered. A copy of this waste shipment record, signed by the disposal site owner or operator must be included with application and certification for payment.

5.0 METHOD OF PAYMENT

Contractor shall provide two (2) notarized original signature copies of invoices to the Municipal Enforcement Department upon successful completion of service, along with the submission of all required Close-Out Documents for review and approval. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703.

6.0 TERMINATION OF CONTRACT

The City or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to Program Coordinator, Municipal Enforcement Department, Western Admin Complex, 4851 Museum Drive, Mobile, Alabama 36608. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

7.0 PROOF OF ADVERTISEMENT OF COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a local newspaper one (1) time, as required in the Title 39, Section 39-1-1, Subsection (g), of the Code of Alabama. Contractor shall also provide, at the same time notice be sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the Project has been accepted by the City of Mobile.

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

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that, **LON LINDQUIST, dba LTS DEVELOPMENT GROUP** , has completed the contract for Nuisance Abatement-Demolition of Structure, Location of Address **2775 SPRINGHILL AVENUE; ME-056-21** in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Municipal Enforcement Department, Western Admin Complex, 4851 Museum Drive, Mobile, Alabama 36608.

(c) Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

8.0 NONDISCRIMINATION

Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

9.0 CONTRACT DOCUMENTS

The contract documents consist of this Agreement, Request for Quotes documents, the Contractor's Quote as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents contained herein, other than a Modification, appears below:

1. Your Quote dated, May 23, 2022
2. This Instrument (Agreement)
3. Certificate of Insurance forms with endorsement
4. E-Verify Documentation

10.0 DISPUTE RESOLUTION

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

11.0 IMMIGRATION LAW

By signing this Agreement, Contractor affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Contractor shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contactor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.

12.0 SEVERABILITY CLAUSE

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

13.0 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.

14.0 OPPORTUNITY TO CONSULT WITH COUNSEL

CONTRACTOR acknowledges that he, or she, has had an opportunity to consult with and be represented by counsel of CONTRACTOR'S choosing in the review of this Agreement, that he, or she, has been advised by the CITY to do so, that CONTRACTOR is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that CONTRACTOR enters into this Agreement freely, without duress or coercion, and based on the CONTRACTOR'S own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. The CONTRACTOR further represents and acknowledges that he, or she, has been provided a reasonable period of time within which to review the terms of this Agreement.

15.0 ANTI-BOYCOTT

By signing this Agreement, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

16.0 AUTHORITY TO EXECUTE AGREEMENT

Contractor's signatory below represents the s/he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

17.0 NO THIRD-PARTY BENEFIT

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

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

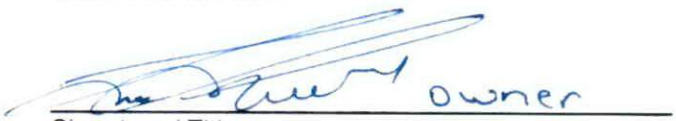
This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

CONTRACTOR:



Signature / Title

Lon Lindquist dba LTS DEVELOPMENT GROUP

(Corporate Seal Applied)

ATTEST:

City Clerk

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Lon Lindquist dba LTS Development Group as Principal and WESTERN SURETY COMPANY, as Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, Alabama 36633 (hereinafter called the "Obligee") in the penal sum Thirty Four Thousand Four Hundred and 00/100 Dollars ($34,400.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the 24th day of May, 2022, (hereinafter called the "Contract") to furnish all labor, material, equipment and insurance and perform all work required to complete Nuisance Abatement – Demolition of Structure, 2775 F/K/A 2773 Springhill Avenue; ME-056-21 which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Richard Franklin Thompson Attorney-In-Fact, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 6th day of June, 2022.

CONTRACTOR AS PRINCIPAL
Company: Lon Lindquist dba LTS Development Group
(Corporate Seal)

By: _____
(Signature)

Name and Title: Lon Lindquist, Owner

Resident Agent: _____
(Signature)

Name and Title: Richard Franklin Thompson Attorney in Fact
Address: 3919 Government Blvd., Mobile, AL 36693
Phone and Fax: (251) 660-0076
(251) 660-1594

SURETY
Company: WESTERN SURETY COMPANY
(Corporate Seal)

By: _____
(Signature)

Name and Title: Richard Franklin Thompson
Attorney in Fact

Owner's Representative: James Roberts, Senior Director
Neiborhood Development
P.O. Box 1827
Mobile, Alabama 36633
251-208-6291

STATE OF NOTARY PUBLIC
TINA C STANLEY
My Commission Expires
September 20, 2022

Tina C. Stanley

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, **Lon Lindquist dba LTS Development Group**, hereinafter called the Principal, and WESTERN SRUETY COMPANY, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633**, hereinafter called the Owner, in the penal sum of **Thirty Four Thousand Four Hundred and 00/100 Dollars ($34,400.00)** for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the 24th day of May, 2022, entered into between the Principal and the City of Mobile to furnish all labor, material, equipment and insurance and perform all Work required to complete **Nuisance Abatement – Demolition of Structure, 2775 F/K/A 2773 Springhill Avenue; ME-056-21**, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 10th day of June, 2022.

CONTRACTOR AS PRINCIPAL
Company: Lon Lindquist dba LTS Development Group
(Corporate Seal)

By: _____
(Signature)

Name and Title: Lon Lindquist, Owner

SURETY
Company: WESTERN SURETY COMPANY
(Corporate Seal)

By: _____
(Signature)

Name and Title: Richard Franklin Thompson
Attorney in Fact

Resident Agent: _____
(Signature)

Name and Title: Richard Franklin Thompson Attorney in Fact
Address: 3919 Government Blvd., Mobile, AL 36693

Phone and Fax: (251) 660-0076

(251) 660-1594

Owner's Representative: James Roberts, Senior Director
Neiborhood Development
P.O. Box 1827
Mobile, Alabama 36633
251-208-6291

STATE OF ALABAMA NOTARY PUBLIC
TINA C STANLEY
My Commission Expires
September 20, 2022

Tina C Stanley

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66275804

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

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

Principal: Lon Lindquist dba LTS Development Group

Obligee: City of Mobile

Amount: $1,000,000.00

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

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 66275804 is not issued on or before midnight of July 14, 2022, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 3rd day of June, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 3rd day of June, in the year 2022, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent

Notary Public - South Dakota

My Commission Expires March 2, 2026

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 3rd day of June, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-11-2020

TINA C STANLEY
My Commission Expires
September 20, 2022

SCOPE OF WORK

NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE
2775 F/K/A 2773 SPRINGHILL AVENUE, MOBILE, ALABAMA

PROJECT NUMBER: ME-056-21

Scope of Work: Provide all labor and materials required for an ***Asbestos Abatement*** of all asbestos-containing materials. The asbestos abatement shall be in accordance with United State Environmental Protection Agency (USEPA) and Alabama Department of Environmental Management (ADEM) regulations as indicated in the specification documents. Contractor shall conduct a full ***"Wet Demolition"*** in removing the structure including all contents inside and as described in the attached general notes and specifications provided, including all foundations, footings, slabs, etc. All demolition material and debris shall be sent to an approved Hazardous Landfill for Asbestos Containing Materials (ACM) and the demolition debris shall be sent to an approved Industrial and Construction and Demolition (C&D) Landfills. Disconnect and cap off all utility lines, such as sanitary sewer, water, and gas, in a manner satisfactory to the respective agency and the City of Mobile. Contractor shall clear lot by removing all debris resulting from the demolition of structure and all debris as designated in piles, scattered or otherwise on the site. Contractor is to provide Sediment and Erosion Control measures, grassing, and Best Management Practices for Demolitions where Asbestos Containing Materials and/or Lead-Based Paint may be present, per specifications. Submit before and after demolition pictures to City of Mobile Municipal Enforcement Department, along with waste shipment record, application and certification for payment and required close-out documents.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2022

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

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

PRODUCER	CONTACT NAME:	
Advanced Insurance Resources, Inc. P. O. Box 9787 Mobile, AL 36691	PHONE (A/C, No, Ext): 251-660-0076	FAX (A/C, No): 251-660-1594
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: JENCAP/Western World Ins Co	
INSURER B: PROGRESSIVE	
INSURER C:	
INSURER D:	
INSURER E: NCCI/LM INS CORP	
INSURER F:	

INSURED
LON LINDQUIST D/B/A LTS DEVELOPMENT GROUP
13995 DAUPHIN ISLAND PKWY
CODEN, AL 36523

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC	x	x	NPP8713776	01/27/22	01/27/23	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	x	X	03220598-1	01/28/22	01/28/23	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Mobile is included as additional insured with respect to commercial auto liability, general liability with primary & non contributory with waiver of subrogation in favor of the City of Mobile, endorsement are by written contract. 30 day notice fo cancel will apply except for non payment of premium which will be 10 days Re: 2775 Fka 2773 Springhill Ave., Mobile, AL. Project # ME-056-21

CERTIFICATE HOLDER	CANCELLATION
City Of Mobile 205 Governemnt St Mobile, Alabama 36602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Company ID Number: 662184

Approved by:

Employer Ion lindquist	
Name (Please Type or Print) Ion lindquist	Title
Signature Electronically Signed	Date 04/11/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/11/2016

E-Verify

Company ID Number: 962184

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	lon lindquist
Company Facility Address	13995 dauphin island parkway coden, AL 36523
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	547614325
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Nuisance Abatement – Demolition of Structure
2775 F/K/A 2773 Springhill Avenue, Mobile, Alabama 36605
Project Number; ME-056-21;

PROJECT # C0111 **DATE OF RECEIPT** _____

PROJECT DESCRIPTION Nuisance Abatement - Demolition of Structure – 2775 F/K/A 2773 Springhill Avenue

CONTRACT AMOUNT $34,400.00

VENDOR NAME Lon Lindquist dba LTS Development Group

VENDOR NUMBER 294231

DEPT # 5510 **DEPT NAME** Municipal Enforcement Department

CONTRACT ADMINISTRATOR David Daughenbaugh

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* **Construction**** Non Contractual Performance

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: _____ **Date** 6/30/22

Revised 2/25/2016 Marilyn McMillan