AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, June 27, 2023, 10:30 AM

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

   Rev. Michael Precht, Senior Pastor, Dauphin Way United Methodist Church

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

   Request of Carol Hunter for a waiver of the Noise Ordinance at Cathedral Square on June 29, 2023, from 7:00 p.m. - 8:30 p.m. (District 2).

   Request of Patricia Beard for a waiver of the Noise Ordinance at 762 Marine Street on July 3-4, 2023, from 2:00 p.m. - 9:30 p.m. (District 3).

   Request of Patricia Beard for a waiver of the Noise Ordinance at 762 Marine Street on July 5, 2023, from 2:00 p.m. - 7:00 p.m. (District 3).

   Request of Stephen Schoenewald for a waiver of the Noise Ordinance at Langan Park on August 31 - September 1, 2023, from 3:00 p.m. - 6:00 p.m. (District 7).

   Request of Stephen Schoenewald for a waiver of the Noise Ordinance at Langan Park on September 2, 2023, from 7:30 a.m. - 11:00 a.m. (District 7).

10. **PUBLIC HEARINGS**

    Public hearing to declare the structure at 1823 St. Charles Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 815 Stanton Road a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 360 W. Highland Avenue a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1301 Lola Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 501 Yukers Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1156 Oliver Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 7217 3rd Street a public nuisance and order it demolished (District 7).

Public hearing to fix costs for demolition of the structure at 2410 Cone Street; $5,600.00 (District 1.).

Public hearing to fix costs for demolition of the structure at 2659 Reaves Street; $4,950.00 (District 1).

Public hearing to fix costs for demolition of the structure at 209 Lexington Avenue; $4,200.00 (District 2).

Public hearing to fix costs for demolition of the structure at 215 1/2 Norman Street; $2,550.00 (District 2).

Public hearing to fix costs for demolition of the structure at 3201 Center Road; $2,550.00 (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

David Clark - Give 2022 Alabama Tourism Economic Report.

Sabrina Mass - Discuss the right to peacefully protest in any Government, State, or City Chamber.

Carl Battles - To follow up on the removal of abandoned vehicles adjacent to address.

Timothy Hollis - HUD concerns , the affordable housing crisis and ARP funding.

12. ORDINANCES HELD OVER

88-029 Authorize the sale of City-owned property located at 1621 Virginia Street (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City

Attorney).

13. CONSENT RESOLUTIONS HELD OVER

40-452 Declare the structure at 2623 First Avenue a public nuisance and order it demolished (sponsored by Councilmember Cory Penn).

40-453 Declare the structure at 2661 Nall Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-454 Declare the structure at 748 Stanton Road a public nuisance and order it demolished (Councilmember Penn).

14. RESOLUTIONS HELD OVER

08-695 Approve purchase order to Election Systems & Software, LLC for election materials for Special Municipal Election; $16,619.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-696 Approve purchase order to Empire Truck Sales, LLC for 5 knuckle boom trucks for Trash Dept. (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-697 Approve purchase order to Harrells, LLC for fertilizer for Azalea City Golf Course; $24,835.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-698 Approve purchase order to Hellas Construction, Inc. for synthetic turf for Ladd-Peebles Stadium; $470,352.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-699 Approve purchase order to Quantico Tactical, Inc. for patrol rifle optics for MPD; $44,172.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-700 Transfer funds from Capital Improvement Project Engineering, ROW and Testing to Project G-ACAMP-23; $45,500.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Nick Amberger, Engineering Department)

21-701 Authorize contract with Bay Area Contracting, Inc., for City-wide facility parking lot resurfacing and spot street repair; $1,111,786.10 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, District 6, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Eng. Dept.).

21-702 Authorize contract with JPayne Organization, LLC, for relocation of Hank Aaron's home from its current location to a new location; $124,500.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Cassie Boatwright, REAM).

31-703 Authorize a grant application to the Alabama Emergency Management Agency for the Hazard Mitigation Grant Program; $400,000.00 (25% local match of $100,000.00) (sponsored by Mayor Stimpson) (submitted by Robert Bryant, Animal Services).

35-704 Authorize lease agreement between the City of Mobile and the Board of School Commissioners of Mobile County (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. ORDINANCES BEING INTRODUCED

38-030 Ordinance to Amend Chapter 38 of Mobile City Code, Municipal Court (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

88-031 Ordinance lease agreement between the City of Mobile and the Board of School Commissioners of Mobile County for certain property not now needed for public or municipal purposes (sponsored by Mayor Stimpson) (submitted by Ricardo Woods).

16. CONSENT RESOLUTIONS BEING INTRODUCED

37-705 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Bottles up Mobile, Inc.; Cooper Riverside Park (sponsored by Councilmember Carroll).

37-706 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class II (Package Store) License to Hillwood Liquors, 2370 Hillcrest Rd. (sponsored by City Council).

40-707 Declare the structure at 1823 St. Charles Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-708 Declare the structure at 815 Stanton Road a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-709 Declare the structure at 360 W. Highland Avenue a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-710 Declare the structure at 1301 Lola Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-711 Declare the structure at 501 Yukers Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-712 Declare the structure at 1156 Oliver Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-713 Declare the structure at 7217 3rd Street a public nuisance and order it demolished (sponsored by Councilmember Gregory).

40-714 Fix costs for demolition of the structure at 2410 Cone Street; $5,600.00 (sponsored by Councilmember Penn).

40-715 Fix costs for demolition of the structure at 2659 Reaves Street; $4,950.00 (sponsored by Councilmember Penn).

40-716 Fix costs for demolition of the structure at 209 Lexington Avenue; $4,200.00 (Councilmember Carroll).

40-717 Fix costs for demolition of the structure at 215 1/2 Norman Street; $2,550.00 (sponsored by Councilmember Carroll).

40-718 Fix costs for demolition of the structure at 3201 Center Road; $2,550.00 (sponsored by Councilmember Gregory).

58-719 Declare weeds noxious, Group 1643 (sponsored by Mayor Stimpson).

60-720 Approve award of special bonus to the Administrative Services Employee of the Month; Moseley (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services Dept.).

60-721 Determine an appropriation to the Mobile Alumni Chapter Kappa Alpha Psi, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

17. RESOLUTIONS BEING INTRODUCED

08-722 Approve purchase order to University of South Alabama for EMT certification class for MFRD; $60,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-723 Approve purchase order to Southern Lighting & Traffic Systems for LED street light luminaries for Traffic Engineering Dept.; $53,880.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-724 Approve purchase order to Southern Lighting & Traffic Systems for traffic signal controller cabinets for Traffic Engineering Dept.; $69,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-725 Approve purchase order to Southern Lighting & Traffic Systems for traffic signal controller cabinets for Traffic Engineering Dept.; $100,700.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-726 Approve purchase order to Graybar Electric Co., Inc. for decorative street light poles for Traffic Engineering Dept.; $27,591.48 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-727 Authorize contract with JPayne Organizations, LLC for fountain & site amenities improvements at Bienville Square; $3,247,560.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright,

REAM Dept.).

60-728 Authorize Settlement Agreement and Release of Claims; Maharaj (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

18. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/5/2023 - 2:52 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

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
Hunter	Cover Memo	6/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/22/2023 - 8:49 AM

CITY CLERK DEPARTMENT

2023 JUN 20 AM 8:36

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Carol Hunter
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-604-5936 Cell Number: same

Organization (if applicable) Downtown Mobile Alliance

Mailing Address of Applicant 261 Dauphin Street

Telephone No. 251-459-8702 E-mail address chunter@downtownmobile.org

Location or address of event where amplification will be used:
Cathedral Square

Date of Event: June 29, 2023 Starting Time: 7:00 p.m. Ending Time 8:30 p.m.

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

Type of Event: Independence Day Concert

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:6/27/2023

Submitted by:

Lisa C. Lambert, City Clerk

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
Beard	Cover Memo	6/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/26/2023 - 1:48 PM

CITY CLERK'S DEPARTMENT

2023 JUN 26 PM 1:29

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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Name of Applicant: Patricia P. Beard
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 382-5648

Organization (if applicable) Family Reunion

Mailing Address of Applicant 762 Marine Street

Telephone No. _____ E-mail address PatriciaBeard92@gmail.com

Location or address of event where amplification will be used:
762 Marine Street

Date of Event: July 3, 4, 5 Starting Time: 2:00 Ending Time 9:30
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)
July 5 will end at 7:00

Type of Event: Family Reunion

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

D3

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Lisa C. Lambert, City Clerk

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
Beard	Cover Memo	6/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/26/2023 - 1:50 PM

CITY CLERK'S DEPARTMENT

2023 JUN 26 PM 1:29

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 382-5648

Organization (if applicable) Family Reunion

Mailing Address of Applicant 762 Marine Street

Telephone No. _____ E-mail address PatriciaBeard92@gmail.com

Location or address of event where amplification will be used:
762 Marine Street

Date of Event: July 3, 4, 5 Starting Time: 2:00 Ending Time 9:30
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)
July 5 will end at 7:00

Type of Event: Family Reunion

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

D3

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Schoenewald	Cover Memo	6/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/22/2023 - 8:51 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96 (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, phonograph, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

Name of Applicant: Stephen Schoenewald
PLEASE PRINT ALL INFORMATION

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

Organization (if applicable) Complete Sports Productions (Mobile Cross Country Challenge of Champions)

Mailing Address of Applicant 6509 Timbers Drive - Mobile, AL 36695

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

Location or address of event where amplification will be used:
Langan Park (Performing Arts Pavilion Area not using Pavilion)

Date of Event: 8/31 - 9/1 - 9/2 Starting Time: ~~9/2 - 7:30 AM~~ 8/31-9/1-3pm Ending Time 8/31-9/1-5:30pm 9/2-11AM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: School Cross Country Meet

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2023 JUN 21 PM 2:33

8/31 - 3pm - 6:00pm
9/1 3pm - 6pm
9/2 7:30am - 11am

07

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Schoenewald	Cover Memo	6/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/22/2023 - 8:56 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96 (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

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

Name of Applicant: Stephen Schoenewald
PLEASE PRINT ALL INFORMATION

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

Organization (if applicable) Complete Sports Productions (Mobile Cross Country Challenge of Champions)

Mailing Address of Applicant 6509 Timbers Drive - Mobile, AL 36695

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

Location or address of event where amplification will be used:
Langan Park (Performing Arts Pavilion Area not using Pavilion)

Date of Event: 8/31 - 9/1 - 9/2 Starting Time: ~~9/2 - 7:30 AM~~ 8/31-9/1-3pm Ending Time 8/31-9/1-5:30 pm 9/2-11AM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: School Cross Country Meet

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2023 JUN 21 PM 2:33

8/31 - 3pm - 6:00pm
9/1 3pm - 6pm
9/2 7:30am - 11am

07

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 2:12 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 2:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 2:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 2:03 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 2:16 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

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	6/22/2023 - 2:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 2:14 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 2:31 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 2:33 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 2:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 2:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 2:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Clark	Cover Memo	6/15/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/15/2023 - 12:54 PM

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the next City Council meeting you would like to speak at. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Mobile, Al 36644
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: David Clark, Visit Mobile Date: 06/14/23

Address: 1 South Water Street

Phone: 251-591-4357 Email: dclark@mobile.org

Date to Address City Council: Tuesday, June 27, 2023

Subject (must complete):

2022 Alabama Tourism Economic Report | Mobile Statistics

Specific Questions:

Signature: David Clark, Visit Mobile

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Mass	Cover Memo	6/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/22/2023 - 1:43 PM

RIGHT TO PEACEFUL PROTEST

Sabrina Mass <texast750@gmail.com>

Thu 6/22/2023 1:11 PM

To:City Clerk <cityclerk@cityofmobile.org>

CITY CLERK DEPARTMENT
2023 JUN 22 PM 1:31

You don't often get email from texast750@gmail.com. Learn why this is important

CAUTION: External Email

Please insert me on the city council agenda to address the issue of Right to Freedom to peacefully protest in any Government state or city chambers..address 1050 Belvedere circle west, Mobile Alabama 36606 number 251 656 4049 Sabrina Mass. Ty

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
battles	Cover Memo	6/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/22/2023 - 8:59 AM

CityofMobile.org: Addressing City Council Submission

CITY CLERK DEPARTMENT
2023 JUN 21 PM 3:41

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 6/21/2023 2:21 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: carl e battles

Date To Address Council: 2023-06-27

Address: 964 sunset avenue

Email: ci218@yahoo.com

Phone: 4049038011

Subject And Specific Questions: Follow up ref. removal of abandoned vehicles adjacent to address

Pertain To City Business: adherence to city codes

Signature: Carl Battles

Signature Verify: X

Date Submitted: 2023-06-21 14:21:21

This submission was recieved from your website https://www.cityofmobile.org/

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hollis	Cover Memo	6/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/22/2023 - 1:58 PM

CITY CLERK DEPARTMENT

2023 JUN 22 PM 1:55

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Timothy Hollis Date: 6-22-23

Address: 1924 Seale St Mobile, AL 36617

Phone: 251-402-6427 Email: thollis0701@bishop.edu

Date to Address City Council: 6-27-23

Subject and/or specific questions (must complete): HUD concerns & Affordable Housing Crisis

Focusing on areas of concern with viewable issues, along with ARPA funding.

How does this pertain to city business (must complete):

It effects the quality of life for residents aka taxpayers.

Signature: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
An ordinance deeming certain property not now needed for public or municipal purposes and authorizing execution of an agreement for purchase of Ladd Stadium with Board of School Commissioners of Mobile County

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	6/8/2023
Agreement	Exhibit	6/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	6/8/2023 - 1:54 PM
Mayors Office	Montgomery, Brandi	Approved	6/8/2023 - 2:53 PM
Legal	Kern, Chris	Approved	6/8/2023 - 1:54 PM

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE THEREOF WITH BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY

Sponsored by: Mayor William S. Stimpson

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be sold to the Board of School Commissioners of Mobile County:

SEE ATTACHED EXHIBIT 'A'

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Agreement for the property shown above.

SECTION THREE: Said Agreement is by reference made a part of this Ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: The Mayor and City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the deed for the property shown above, when said deed is prepared.

SECTION FIVE: Carleen Stout, Real Estate Officer, of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the sale of said property.

SECTION SIX: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

_____

City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (herein referred to as the "**Agreement**") is made and entered into on this _____ day of _____, 2023, by and between the **CITY OF MOBILE, ALABAMA** (hereinafter referred to as "**Seller**"), and the **BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY** (hereinafter referred to as "**Purchaser**").

W I T N E S S E T H:

WHEREAS, Seller is the owner of that certain tract or parcel of land being located at 1621 Virginia Street, Mobile, Alabama 36605, as more fully described on **Exhibit "A"** attached hereto and made a part hereof by reference (said parcel, together with all improvements, if any, situated thereon, and all hereditaments, appurtenances, rights, permits, licenses, easements and rights-of-way incident and appurtenant thereto are herein collectively referred to as the "**Property**"); and

WHEREAS, Seller has agreed to sell and Purchaser has agreed to purchase the Property on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. PURCHASE AND SALE. Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase and pay for the Property from Seller, all in accordance with the terms and conditions provided in this Agreement. It is expressly understood and agreed by the parties hereto that the Property and all improvements and fixtures and equipment forming part of the Property are being sold "as is, where is" with no express or implied warranties of any sort, except for those warranties expressly set forth in this Agreement and the general warranty of title set forth in the general warranty deed to be executed pursuant hereto. In particular, any implied warranties of merchantability and of fitness for a particular purpose are expressly disclaimed.

2. PURCHASE PRICE. The purchase price (the "**Purchase Price**") for the Property Shall be One and No/100 Dollars ($1.00).

3. PAYMENT OF PURCHASE PRICE. The Purchase Price shall be paid to Seller in cash or immediately available funds at the Closing.

4. Intentionally Omitted.

5. SURVEY AND TITLE.

5.1 Survey. Within ten (10) days after execution of this Agreement by both parties, Seller shall deliver to Purchaser all surveys, title examinations, commitments and policies, including copies of all exceptions to title, which Seller has in its possession. Purchaser, at

Purchaser's expense, may, on or before expiration of the Inspection Period, as hereinafter defined, obtain a land and title boundary, improvement and topographical survey of the Property (the "**Survey**") with permanent corner pins in place, prepared from an on-the-ground inspection by a land surveyor registered in the State of Alabama, showing thereon the correct legal description of the Property, its proper easements, rights-of-way, and adjacent roadways on and/or to the Property, the existing topography of the Property to the centerline of adjacent rights-of-way, and certifying to Purchaser that no improvements situated on or adjacent to the Property are the subject of encroachments or overlaps and that the survey has been prepared in compliance with applicable law and ALTA requirements for extended coverage owner's title insurance. The legal description drawn from the Survey shall be considered incorporated by reference into this Agreement as the description of the Property and shall be used as such in the general warranty deed delivered at Closing, unless a subdivision of the property is required and approved by the Planning Commission of any applicable governmental authority, in which case the subdivision description shall be used in said general warranty deed. At Seller's election, however, Seller may convey the legal description derived from the survey or subdivision solely by a separate quitclaim deed along with the legal description on **Exhibit "A"** or the legal description on Seller's acquisition deed that is in the general warranty deed that is to also be delivered at Closing. In the event the Survey discloses any title objections, the Purchaser shall notify the Seller in writing of such objections, which shall be subject to the provisions of Section 5.3 hereof

5.2 Seller's Title. At the Closing, Seller shall convey to Purchaser fee simple title to the Property subject only to the Use Restriction.

6. CONTRACT APPROVAL; INSPECTION OF THE PROPERTY.

6.1 Contract Approval. Purchaser acknowledges this Agreement must be approved unanimously by all five commissioners of Seller before it can be executed on behalf of Seller.

6.2 Inspection Period. Within ten (10) days after execution of this Agreement by both parties, Seller shall deliver to Purchaser copies of all surveys and title information described in Section 5 above; all Phase I environmental reports and any other environmental studies and reports; any soils reports; any engineering plans and related reports or studies; and any service contracts and agreements; that are in Seller's possession relative to the Property. The Purchaser, personally or through agents, employees or contractors, may go upon the Property during the normal business hours following the Effective Date of this Agreement and through the date of Closing, to inspect the Property, to conduct such soil, engineering, environmental, "wetlands" and other tests, investigations and analyses of the Property as Purchaser deems appropriate. Seller hereby agrees to cooperate fully with the Purchaser so as to allow the Purchaser the reasonable opportunity to inspect the Property and obtain any other information respecting the Property. In connection with Purchaser's review and inspection of the Property, Purchaser will provide to Seller copies of all surveys, plans, zoning submission materials, and inspection reports, and upon receipt or production thereof, shall promptly provide Seller with copies thereof. The Purchaser shall pay all of its costs incurred in making such surveys, inspections, tests, analyses and investigations, and Purchaser, at its own expense, shall be responsible for the repair of any damages to the Property incurred by reason of Purchaser's inspection of the Property. On or before the expiration of the time period ending sixty (60) days following the Effective Date (the

"**Inspection Period**"), Purchaser shall have the absolute right, exercisable in Purchaser's sole and absolute discretion, to terminate this Agreement by delivery of written notice to Seller. Upon delivery of such notice of termination the parties hereunder shall have no further rights, duties or obligations under this Agreement, except for such rights, duties or obligations as are expressly stated herein to survive a termination or expiration of this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event of the expiration or termination of this Agreement, the responsibility of Purchaser for the repair of any damages to the Property incurred by reason of Purchaser's inspection of the Property described hereinabove shall survive for a period of two (2) years from the date of such expiration or termination. During the Inspection Period, Purchaser may also, but is not obligated to, obtain such planning, zoning, subdivision, rezoning, platting or historic architectural approvals it desires and needs from any applicable governmental authority or its subsidiaries. Purchaser shall have the right to extend the Inspection Period for one subsequent additional thirty (30) day period by delivery of written notice to Seller on or before expiration of the initial Inspection Period or any extension thereof.

7. SELLER'S REPRESENTATIONS AND WARRANTIES. As an inducement to the Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents to, and covenants with Purchaser as of the date hereof and as of Closing Date as follows:

7.1 Title. Seller is the owner of fee simple title to the Property, which shall be free and clear of all liens, defects, encumbrances, occupancies, conditions, exceptions, or restrictions or other matters affecting title except for the Use Restriction. No person, firm, corporation or other legal entity whatsoever has any right or option whatsoever to acquire or purchase the Property or any portion or portions thereof or any interest or interests therein.

7.2 Authority. Subject to Section 6.1 hereof, (a) Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey the Property in accordance with the terms and conditions of this Agreement, and (b) the individual executing this Agreement on Seller's behalf has all requisite authority to bind Seller as aforesaid.

7.3 Tenants. There is no tenant, lessee, or occupancy of the Property having any right or claim to possession or use of the Property after the Closing Date.

7.4 No Violation. Neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation, default, or breach by Seller of any agreement or restriction to which either Seller or the Property is subject. Seller has not received any notice of and is not, to the Seller's knowledge, in violation of any zoning ordinance, law, municipal ordinance or other legal requirement in respect of the Property.

7.5 Litigation; Condemnation. There are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of Seller's knowledge, threatened arising out of the ownership of the Property or against Seller or the Property (or any portions thereof), and there are no pending or, to the best of Seller's knowledge threatened or contemplated condemnation actions with respect to the Property. Seller has received no request (written or otherwise) from any governmental entity with regard to the dedication of any of the

Property. Seller has no knowledge of any pending or contemplated change in any regulation or private restriction applicable to the Property.

7.6 Assessments. There are no special or other assessments levied, pending, or, to the best of Seller's knowledge, threatened against all or any part of the Property, and Seller has no knowledge of any intended assessments.

7.7 Seller's Covenants. Seller has no knowledge of any violation or breach of any zoning ordinance or any waste or nuisance and will not willfully violate or breach any zoning ordinance or permit any waste or nuisance, and Seller will promptly advise Purchaser of any litigation, arbitration or administrative hearing before any governmental agency concerning or affecting the Property arising or threatened after the date hereof and prior to Closing.

7.8 Management; Contracts. There are no management arrangements or service contracts respecting the Property.

7.9 Environmental Matters. Seller has furnished to Purchaser copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Property, if any. Seller has not used, nor authorized nor allowed the use of the Property for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA.

7.10 Seller's Actions. Seller will not intentionally take any action, or omit to take any action, which action or omission would have the effect of violating any of its representations, warranties, covenants and agreements contained herein, provided, in the event Seller learns of any violation, Seller shall notify Buyer and take appropriate action to remedy same. Seller's representations and warranties contained in this Agreement shall be true and correct in all material respects and not in default at the time of the Closing Date either expressly or by implication, just as though they were made at such time, and Seller shall execute at Closing in favor of Purchaser a certificate certifying such representations and warranties are true and correct in all material respects. Purchaser's rights to enforce such representations, warranties and covenants shall survive the Closing for a period of two (2) years following the Closing and such rights to enforce shall not be merged into the documents delivered by Seller at Closing.

8. BROKERS. Seller and Purchaser each represent and warrant one to the other that neither has employed, retained, or consulted any real estate broker, agent or other finder in carrying on the negotiations relative to this Agreement and the transaction contemplated hereby, except as follows: Herrington Realty, Inc., is representing Seller in this transaction and shall be paid by Seller a five percent (5%) commission based on the sales price at Closing from Seller's sales proceeds in the event this transaction closes.

9. CLOSING CONDITIONS. Purchaser's obligations to consummate the purchase of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed in this Section 9 (collectively, "**Purchaser's Conditions to Close**"). In connection with such conditions precedent, Purchaser shall have the obligation to use good faith efforts to attempt to satisfy the conditions precedent at or prior to Closing. These conditions precedent shall be applicable through the Closing Date, as may be extended. Unless Purchaser shall advise Seller in writing that same are not satisfied at or prior to Closing, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent is not then satisfied, Purchaser, upon delivery of written notice to Seller at or prior to Closing, may terminate this Agreement and thereafter the parties shall have no rights, duties or obligations under this Agreement except for those obligations which expressly survive any termination of this Agreement.

9.1 Title. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's conveyance of fee simple title to purchaser, subject only to the Use Restriction.

9.2 Compliance with Agreement. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's compliance with all of the terms, conditions, obligations, covenants, representations and warranties as are contained in this Agreement applicable to Seller.

9.3 Intergovernmental Agreement. On or prior to Closing, Purchaser shall enter into an Intergovernmental Agreement with Seller, which allows (i) the City to use the Property for certain athletic or entertainment events at the discretion of the City, for a period of at least twenty-five (25) years and (ii) the sale and consumption of alcohol on the premises during the City events.

9.4 Due Diligence. Purchaser shall have determined or be deemed to have determined during the Inspection Period that the conditions of the Property are satisfactory and suitable for Purchaser's intended use in its sole and absolute discretion, and Purchaser shall not have exercised its option during the Inspection Period to terminate this Agreement.

9.5 Performance by Seller. The performance by Seller of each and every agreement or act required to be performed by Seller hereunder, and the truth and accuracy, in all material respects, of each representation and warranty made by Seller as of the Closing Date.

9.6 Closing Documents. Seller shall have delivered to Purchaser all items and documents required to be delivered by Seller to Purchaser in accordance with the terms of this Agreement, including specifically, but without limitation, the Closing Deliveries as described in Section 10.2 below.

9.7 Termination. In the event that any of the foregoing Purchaser's Conditions to Close are not satisfied by the Closing Date or such earlier deadline as may be set forth above, Purchaser shall have the right, at its option, to either (a) terminate this Agreement by written notice to Seller and neither party shall have any further obligations to the other hereunder, or (b) waive any of Purchaser's Conditions to Close that is not met. The foregoing Purchaser's Conditions to

Close are for the sole benefit of Purchaser, and any one or more of such conditions may be waived by Purchaser, in whole or in part, in Purchaser's sole and absolute discretion.

10. THE CLOSING.

10.1 Closing Date and Location. Unless otherwise agreed upon between Seller and Purchaser, the sale and purchase of the Property (the "**Closing**") shall -occur fifteen (15) days after the expiration of the Inspection Period (the "**Closing Date**"). Notwithstanding the foregoing, Purchaser may cause the Closing to occur at such earlier date as Purchaser may choose by providing Seller with ten (10) days written notice. It is expressly agreed however, that the Closing shall occur no later than ninety (90) days after the Effective Date, unless it can be reasonably demonstrated that Purchaser's Closing Conditions will be satisfied within a reasonable amount of time after the scheduled Closing Date, and Seller agrees, in which case the Closing Date shall be extended for such additional time as the parties agree, not to exceed thirty (30) additional days. In the event the sale is not closed by ninety (90) days after the Effective Date, and the Closing Date is not extended by mutual agreement of the parties, then the Purchase Agreement shall automatically be terminated, null and void in no further force and effect, and the parties have no further obligations to the other. In the event Purchaser and Seller cannot agree to a time and place for Closing, the same shall occur at Surety Land Title, 5909 Airport Blvd., Mobile, AL 36608, on the last scheduled day for the Closing to occur at 10:00 A.M., Central Daylight Time. The parties do not need to be present at Closing as the Closing may occur with the documents and funds being delivered by mail or overnight delivery in the case of the documents, and wire transfer in the case of the funds.

10.2 Deliveries at Closing. The purchase and sale of the Property contemplated by this Agreement shall be closed at Closing by the Seller's delivery of a properly executed general warranty deed conveying fee simple title to such Property to Purchaser, subject only to the Use Restriction, and delivery of a separate quitclaim deed, if elected by Seller pursuant to Section 5.1 hereof, and by payment by Purchaser of the Purchase Price for the Property in the manner provided in Section 3 hereof, and by the execution and delivery of the following documents by Seller (and, as applicable by Purchaser):

(a) A duly executed closing statement, itemizing all prorations and credits between Seller and Purchaser;

(b) A duly executed affidavit of title (without any indemnity provision) with respect to the Property;

(c) A duly executed certificate with respect to Section 1445 of the Internal Revenue Code of 1986, as amended, stating, among other things, that Seller is not a foreign corporation or non-resident alien, as defined in the Code and regulations issued pursuant thereto;

(d) A real estate reporting transferor identification, showing Seller's correct federal tax identification number, to enable the closing agent to complete and file the required IRS Form 1099-S;

(e) A duly executed release from Seller's Broker releasing Purchaser from any and all liability with respect to any commissions or other compensation relating to this

transaction, acknowledging that Seller has paid to Broker all commissions and other compensation owed by Seller to Broker, and waiving any and all liens that Broker may have with respect to the Property;

(f) A general warranty deed, duly executed and acknowledged, granting, conveying, and warranting to Purchaser fee simple title to the Property, free and clear of any liens, encumbrances, easements, restrictions or other matters affecting title to the Property, except the Use Restriction, and a separate quitclaim deed, if elected by Seller pursuant to Section 5.1, duly executed and acknowledged;

(g) A conveyance and bill of sale ("Bill of Sale"), duly executed and acknowledged by Seller, conveying to Purchaser all of Seller's right, title and interest in the improvements, fixture, equipment and personal property located at the Property;

(h) Physical possession of all the Property; and

(i) Such other instruments, documents, certificates, affidavits or agreements as are customary for closings in Mobile County, Alabama, and reasonably required by Escrow Agent or Purchaser.

10.3 Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

(a) Seller shall pay (i) any fees and expenses of the Seller's attorneys (ii) for preparation of the general warranty deed and separate quitclaim deed (if any), which deed(s) shall be prepared by Seller's attorneys, and (iii) 50% of the closing costs charged by the Title Company, if any.

(b) Purchaser shall pay (i) the fees and expenses of Purchaser's attorneys, (ii) 50% of the closing costs charged by the Title Company, if any, (iii) survey costs, (iv) for the cost of filing the generally warranty deed and deed tax, (v) all fees, costs and expenses of Purchaser's lender, if any, including the cost of any mortgagee's policy of title insurance, and (vi) the cost of any title endorsements, if any.

10.4 Taxes; Prorations. General real estate taxes due with respect to the Property for the ad valorem tax year of the Closing shall be prorated between Purchaser and Seller as of the Closing Date based on the prior ad valorem tax year assessment. Upon determination of the taxes, if any, with respect to the Property for the ad valorem tax year of Closing, the parties agree to re-prorate and pay accordingly. Seller shall be responsible to pay all property taxes for the tax year in which the closing occurs, and all preceding years, if any, but Seller shall not be responsible for paying any so-called "roll-back" taxes or similar taxes which may become due and payable in connection with the sale of the Property or due to a change of use of the Property.

11. CONDEMNATION. In the event, at any time between th**e** Effective Date of this Agreement and the Closing, all or any portion of the Property which has not yet been purchased by Purchaser is condemned by any legally constituted authority for any public use or purpose (or conveyed in lieu thereof), then Purchaser shall have the right to terminate this Agreement as to the Property, in which event neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

12. DEFAULT.

12.1 Seller's Default.

(a) If Seller (1) refuses to pursue Closing pursuant to the terms of this Agreement despite Purchaser's compliance with all of its obligations provided herein, (2) defaults or breaches of any terms or conditions herein contained, or (3) defaults in the performance of its obligations under this Agreement, Purchaser may either (i) terminate this Agreement, or (ii) Purchaser shall have the right to file an action against Seller for specific performance (or other injunctive relief) of Seller's obligations to convey the Property in accordance with the terms of this Agreement.

(b) As a condition precedent to the effective exercise of Purchaser's option to terminate this Agreement, or take other action, pursuant to the provisions of Section 12.1(a) above, Purchaser shall give Seller notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Seller and the action required by Seller to cure such breach. Seller shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Purchaser's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement or other action by Purchaser.

12.2 Purchaser's Default. As a condition precedent to the effective exercise of Seller's option to terminate this Agreement, or take other action, pursuant to the provisions of Section 12.2(a) above, Seller shall give Purchaser notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Purchaser and the action required by Purchaser to cure such breach. Purchaser shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Seller's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement.

13. ASSIGNMENT OF AGREEMENT. Purchaser may assign its rights and duties under this Agreement, provided that any assignee of Purchaser's rights and duties becomes bound to perform the terms and conditions hereof No such assignment or assumption shall relieve Purchaser of any of the Purchaser's obligations hereunder.

14. TIME OF ESSENCE. Time is of the essence hereof.

15. NOTICES. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered (i) by United States registered or certified mail, return receipt requested, postage prepaid, (ii) by delivery via a nationally recognized overnight courier service that obtains receipts or a recognized same day courier service that obtains receipts, or (iii) by delivery via electronic (pdf or facsimile) transmission with receipt confirmation and with an original sent by first class mail or by nationally recognized overnight courier service. Each notice shall be addressed to each party at its address set forth below its signature, or such other addresses as may be changed by the parties by written notice as herein provided. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of courier delivery or electronic transmission, or on the third day after the date of deposit in the United States mail as to notices sent only by certified mail.

16. ENTIRE AGREEMENT; MODIFICATION. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.

17. BINDING EFFECT; GOVERNING LAW. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (if permitted pursuant to the terms hereof). This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and it is expressly agreed and stipulated that this Agreement shall be deemed to have been executed and performable by all parties in Mobile County, Alabama. The jurisdiction and venue for any actions arising under this Agreement shall lie in the state and federal courts of Mobile County, Alabama. Purchaser understands and agrees that the Seller is subject to Alabama law in regards to the sale of its land, which requires unanimous approval of the Seller's Commissioners for the sale of the Property.

18. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument and agreement.

19. WAIVER. Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived in writing by such party. No waiver by either party of any of its rights or remedies hereunder or otherwise shall be considered a waiver of any other subsequent right or remedy.

20. DATE OF PERFORMANCE. If the time period by which or date on which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing(s) must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day in the State of Alabama.

21. OFFER; EFFECTIVE DATE. The execution of this Agreement by Purchaser constitutes an offer to purchase the Property. This Agreement shall be effective as the first day, if any, on which both Seller and Purchaser have executed an identical counterpart of this Agreement (the "**Effective Date**").

22. SURVIVAL. In the event of the Closing contemplated hereby, the terms and conditions hereof shall survive the Closing for the period stated herein or, if no such period is stated, for twelve (12) months following this Closing.

23. NO WAIVER OF IMMUNITIES. Nothing contained in this Agreement shall be deemed to constitute a waiver by Seller or Purchaser of sovereign immunity, state-agent immunity, any other immunity, or any statutory or constitutional limits on damages awardable against Seller or Purchaser, as the case may be. Nothing contained in this Agreement shall be deemed to constitute a waiver by Seller or Purchaser of any statutory limits on damages awardable against Seller or Purchaser, as the case may be.

24. SEVERABILITY. Any provision of this Agreement or any paragraph, sentence, clause, phrase or wording appearing herein which shall prove to be invalid, void or illegal for any reason shall in no way affect, impair or invalidate any other provision herein, and the remaining provisions, paragraphs, sentences, clauses, phrases and words herein shall nevertheless remain in full force and effect.

[EXECUTION ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed and delivered this Agreement on the dates specified below their signatures.

SELLER:

CITY OF MOBILE, a municipal corporation

By: _____
William S. Stimpson, Its Mayor

Date: _____

205 Government Street (physical)
Mobile, Alabama 36644

P. O. Box 1827 (mailing)
Mobile, Alabama 36633-1827
Attention: Mayor
mayorstimpson@cityofmobile.org
lisa.carroll@cityofmobile.org

With copy to:

Ricardo Woods, City Attorney
205 Government Street (physical)
Mobile, Alabama 36644

P. O. Box 1827 (mailing)
Mobile, Alabama 36633-1827
Attention: City Attorney
rwoods@cityofmobile.org
251-208-7610

PURCHASER:

Board of School Commissioners of Mobile County

By:_____
Chresal D. Threadgill, Its Superintendent

Date:_____

1 Magnum Pass (physical)
P. O. Box 180069 (mailing)
Mobile, AL 36618
Attention: Deputy of Operations
Fax No. (251) 221-4623
escarbrough@mcpss.com

With a copy to:

Derek Atchison
The Atchison Firm, P.C.
3030 Knollwood Drive
Mobile, AL 36693
(251) 665-7200
(251) 665-7250 – fax
derek.atchison@atchisonlaw.com

EXHIBIT "A"

Lot 1, Ladd Peebles Stadium Subdivision, according to plat thereof recorded in Map Book 136, page 48 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - Cory Penn - District 1

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
4/25/2023

Renewal Date of Contract:
4/25/2023

Funding Source

Project # 2623 First Avenue - ME-135-22 **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 - 2623 First Avenue	Cover Memo	4/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	4/20/2023 - 12:52 PM

RESOLUTION

Sponsored by: Council member Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2623 First 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 **2623 First Avenue** described as:

LOT 567 TRINITY GARDENS 4TH ADD MBK 4 PGS 195-196 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel Number: 29 02 44 0 009 299

Last Assessed to: KRISTEN J JOHNSON

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
April 17, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 25, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2623 FIRST AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **KRISTEN J JOHNSON,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 009 299
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

2623 FIRST AVE

Property Details

PARCEL KEYX	**00655437**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	**Residential**	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	~~N~~ Y G
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	~~N~~ Y G	WALL COMPROMISED	~~N~~ Y G
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	**2022-04-15**	COMMENTS	

Property Score

SCORE **32** 60 G

SCORE DISCRIPTION **Stabilize**

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-22-22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 03/02/2023

Property Address: 2623 First Avenue **District No:** 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Kristen J Johnson
4155 Marchal Lane
Mobile, Alabama 36618-1623

March 2, 2023

RE: **2623 First Avenue**
Project Number: ME-115-22

Dear Kristen J Johnson:

On February 23, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2623 First Avenue.

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

LOT 567 TRINITY GARDENS 4TH ADD MBK 4 PGS 195-196 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel Number: 29 02 44 0 009 299

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 **April 15, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 15, 2023,** provide the Code Official with a work plan to accomplish the repairs by **April 15, 2023, April 15, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **April 15, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 25, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **2623 FIRST AVENUE** **AGENDA PHOTOS / DW**

2023/04/17

NUISANCE ABATEMENT **2623 FIRST AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2623 FIRST AVENUE** **AGENDA PHOTOS / DW**

2023/04/17

2023/04/17

NUISANCE ABATEMENT **2623 FIRST AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2623 FIRST AVENUE** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2623 FIRST AVENUE** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: April 25, 2023

State of Alabama
County of Mobile

Subject Property – 2623 First 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 **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 2623 First Avenue Date: October 7, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 17, 2022

Per the Title Report, the owner is: Kristen Jeaquiel Johnson & Dan Kennedy Johnson

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Kristen J Johnson 4155 Marchal Ln Mobile AL 36618-1623	Owner Phone number 251-456-0907
2	Dan K Johnson 2405 Cone St Mobile AL 36617-2131	Owner Phone number 404-276-7565
3	Owner 2623 First Avenue Mobile AL 36617-1740	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/25/2023

Renewal Date of Contract:

4/25/2023

Funding Source

Project # 2661 Nall Street - ME-148-22 **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 - 2661 Nall Street	Cover Memo	4/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	4/20/2023 - 12:53 PM

RESOLUTION

Sponsored by: Council member Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2661 Nall 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 **2661 Nall Street** described as:

LOT 6 BLK 1 S MILLVILLE S/D DBK 128 N S P 253 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 318

Last Assessed to: RICHARD & AMANDA 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

MUNICIPAL ENFORCEMENT DIVISION
April 17, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 25, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2661 NALL STREET** OWNED BY OR MAY HAVE AN INTEREST: **RICHARD & AMANDA 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 07 23 0 002 318
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

Re-checked on 8-25-22 GF
UP DATE photos

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

2661 NALL ST

Property Details

PARCEL KEYX	**00768299**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	**Residential**	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	N
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	Y
SURVEY DATE	**2022-04-13**	COMMENTS	

Property Score

SCORE **52**

SCORE DISCRIPTION **Demo**

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 7/18/22

Voted 5 to 0 For Demolition GF

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 03/02/2023

Property Address: 2661 Nall Street **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [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.
- [ ] 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

Richard Scott
1107 Lucille Street
Mobile, Alabama 36605-1952

March 2, 2023

RE: **2661 Nall Street**
Project Number: ME-148-22

Dear Richard Scott:

On February 23, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2661 Nall Street.

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

LOT 6 BLK 1 S MILLVILLE S/D DBK 128 N S P 253 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 318

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 **April 15, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 15, 2023,** provide the Code Official with a work plan to accomplish the repairs by **April 15, 2023, April 15, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **April 15, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 25, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **2661 NALL STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2661 NALL STREET** **AGENDA PHOTOS / DW**

2023/04/17

2023/04/17

2023/04/17

NUISANCE ABATEMENT **2661 NALL STREET** **AGENDA PHOTOS / DW**

2023/04/17

2023/04/17

2023/04/17

NUISANCE ABATEMENT 2661 NALL STREET AGENDA PHOTOS / DW

NUISANCE ABATEMENT **2661 NALL STREET** **AGENDA PHOTOS / DW**

2023/04/17

Affidavit of Mailed Notice

Date: April 25, 2023

State of Alabama
County of Mobile

Subject Property – 2661 Nall 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 **6 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 2661 Nall Street Date: November 22, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 24, 2022

Per the Title Report, the owner is: Richard N. Scott & Amanda L. Scott
As well as Ranita Smith (QD Tax Deed interest from Donnvan Key)

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Richard Scott 1107 Lucille St Mobile AL 36605-1952	Owner Phone number 315-523-1763
2 Richard Scott 2720 McGrew ST Mobile AL 36606	Secondary address
3 Amanda L Scott 715 Euclid Ave Mobile AL 36606-4263	Owner Phone number 315-523-1763 Phone number 251-348-6242
4 Amanda L Scott 260 State St Apt 203 Carthage NY 13619-1496	Secondary Address
5 Ranita Smith 100 Michael Donald Ave Apt E Mobile AL 36604-2719	Owner Phone number 251-382-8813 Phone number 251-273-0094
6 Owner 2661 Nall St Mobile AL 36607-1615	Subject Address

TAX STATUS: NONE

Parties with recorded liens per Title Report:

Open Mortgages: NONE

Lis Pendens:

Lis Pendens: City of Mobile vs Ranita Smith – recorded 10/20/2022 instrument number 2022067021

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/25/2023

Renewal Date of Contract:

4/25/2023

Funding Source

Project # 748 Stanton Road - ME-187-22 **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 - 748 Stanton Road	Cover Memo	4/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	4/20/2023 - 9:01 AM
City Clerk	Gauthier, Lana	Approved	4/20/2023 - 2:00

PM

RESOLUTION

Sponsored by: Council member Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **748 Stanton Road** 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 **748 Stanton Road** described as:

LOT 6 1ST ADD TO CECELIA COURT MBK 6 PG 423 #SEC 44 TSHRU 317 #SEC 27 T4S R1W #MP29 02 44 0 025

Parcel Number: 29 02 44 0 025 318

Last Assessed to: CREOLA OSBEY

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
April 17, 2023

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 25, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **748 STANTON ROAD** OWNED BY OR MAY HAVE AN INTEREST: **CREOLA OSBEY,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NO Michael L Meeks VEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 025 318
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

748 STANTON ROAD

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 11-7-22

Voted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 03/29/2023

Property Address: 748 Stanton Road **District No:** 1

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Creola Osbey
748 Stanton Road
Mobile, Alabama 36617-2108

March 29, 2023

RE: **748 Stanton Road**
Project Number: ME-187-22

Dear Creola Osbey:

On March 2, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 748 Stanton Road.

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

LOT 6 1ST ADD TO CECELIA COURT MBK 6 PG 423 #SEC 44 TSHRU 317 #SEC 27 T4S R1W #MP29 02 44 0 025

Parcel Number: 29 02 44 0 025 318

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 **May 13, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 13, 2023,** provide the Code Official with a work plan to accomplish the repairs by **May 13, 2023, May 13, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **May 13, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on May 23, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

2023/04/17

NOTICE
2023/04/17

2023/04/17

NUISANCE ABATEMENT **748 STANTON ROAD** **AGENDA PHOTOS / DW**

2023/04/17

NUISANCE ABATEMENT **748 STANTON ROAD** **AGENDA PHOTOS / DW**

2023/04/17

2023/04/17

NUISANCE ABATEMENT **748 STANTON ROAD** **AGENDA PHOTOS / DW**

2023/04/17

2023/04/17

2023/04/17

2023/04/17

NUISANCE ABATEMENT **748 STANTON ROAD** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: April 25, 2023

State of Alabama
County of Mobile

Subject Property – 748 Stanton Road

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

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

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **748 Stanton Road** Date: January 2, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 12, 2022

Per the Title Report, the owners are: Creola Osbey fka Creola C. Rasberry, Life Estate and Vanessa G. Shaw Remainder interest.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Creola Osbey 748 Stanton Rd Mobile LA 36617-2108	Owner/Subject address
2	Vanessa G Shaw 6790 Mausap Rd Eight Mile AL 36613-8424	Remainder interest Phone number 251-285-8993 Phone number 251-648-8856

TAX STATUS: EXEMPT STATUS

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Election Systems & Software LLC for ballots and other materials and support for Council District 6 special election.
General fund.

Amount of Contract:

$16,619.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230612 Election Agenda Package POs	Cover Memo	6/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/15/2023 - 2:41 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
10885	2023	(1030) CITY CLERK	BALLOTS AND ELECTION MATERIALS FOR DISTRICT 6 SPECIAL ELECTION (ELECTION MATERIAL AND SUPPLIES, 41-16-51(A)(2))	$16,619.00	(295007) ELECTION SYSTEMS & SOFTWARE LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00010885-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.90.9000.9000.9000.0000.0000.49230.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ELECTION SYSTEMS & SOFTWARE LLC	CITY CLERK
11208 JOHN GALT BLVD	205 GOVERNMENT STREET
	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644
OMAHA, NE 68137	TIERENEY.LEVERETTE@CITYOFMOBILE.ORG
Tel#800-247-8683 1182	Delivery Reference
Fax 402-970-1276	TIERENEY LEVERETTE
	Deliver To
	CITY CLERK
	205 GOVERNMENT STREET
	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/23	295007				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	ALABAMA CODE 41-16-51 EXEMPTS THE COMPETITIVE BID REQUIREMENT FOR: The purchase of ballots and supplies for conducting any primary, general, special, or municipal election.			
	EMAIL PO TO: SARAH.HASHEMI@ESSVOTE.COM			
001	BALLOTS, SUPPLIES (INCLUDING PERSONALIZED ABSENTEE ENVELOPES) AND CODING	1.00 EACH	11669.00000	11669.00
	Additional Description Notes			
	BALLOTS, SUPPLIES (INCLUDING PERSONALIZED ABSENTEE ENVELOPES) AND CODING			
	QUOTE ATTACHED			
	Vendor Item			
1	1000.10.90.9000.9000.9000.0000.0000.49230.			11669.00
	Ship To			
	CITY CLERK			
	205 GOVERNMENT STREET			
	9TH FLR S TOWER ROOM 908			
	MOBILE, AL 36644			
	Delivery Reference			
	TIERENEY LEVERETTE			
	Deliver To			
	CITY CLERK			

Bill To	Requisition 00010885-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.90.9000.9000.9000.0000.0000.49230.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
ELECTION SYSTEMS & SOFTWARE LLC	CITY CLERK
11208 JOHN GALT BLVD	205 GOVERNMENT STREET
	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644
OMAHA, NE 68137	TIERENEY.LEVERETTE@CITYOFMOBILE.ORG
Tel#800-247-8683 1182	Delivery Reference
Fax 402-970-1276	TIERENEY LEVERETTE
	Deliver To
	CITY CLERK
	205 GOVERNMENT STREET
	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/23	295007				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
	205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644			
002	2 DAYS OF SITE SUPPORT (ELECTION DAY AND PROVISIONAL). Additional Description Notes --- 2 DAYS OF SITE SUPPORT (ELECTION DAY AND PROVISIONAL) QUOTE ATTACHED Vendor Item	1.00 EACH	3950.00000	3950.00
	1 1000.10.90.9000.9000.9000.0000.0000.49230.			3950.00
	Ship To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644			

Bill To	Requisition 00010885-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.49230. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
ELECTION SYSTEMS & SOFTWARE LLC 11208 JOHN GALT BLVD OMAHA, NE 68137 Tel#800-247-8683 1182 Fax 402-970-1276	CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/23	295007				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
003	ESTIMATED SHIPPING	1.00 EACH	1000.00000	1000.00

Additional Description Notes

ESTIMATED SHIPPING

QUOTE ATTACHED
Vendor Item

1 1000.10.90.9000.9000.9000.0000.0000.49230. 1000.00

Ship To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644
Delivery Reference
TIERENEY LEVERETTE

Deliver To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644

Requisition Link

Requisition Total 16619.00

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

Account	Amount	Remaining Budget
1000.10.90.9000.9000.9000.0000.0000.49230.		

Bill To	Requisition 00010885-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.49230. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
ELECTION SYSTEMS & SOFTWARE LLC 11208 JOHN GALT BLVD OMAHA, NE 68137 Tel#800-247-8683 1182 Fax 402-970-1276	CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/23	295007				CITY CLERK

Account		Amount	Remaining Budget
CITY HALL OVERHEAD EXP	SPECIAL ELECTION	16619.00	1009500.57

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

Activity	Date	Clerk	Comment
Approved	06/12/23	DONALD ROSE	Approved by: 9105fola
Approved	06/12/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	06/12/23	JOHN PAINE	Auto approved by: 910516727
Approved	06/12/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Empire Truck Sales LLC for 5 knuckle boom trucks for Trash Department.
Fleet Capital.

Amount of Contract:

$1,121,020.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230615 Empire Agenda Package POs	Cover Memo	6/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/15/2023 - 2:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6635	2023	(F7000) MOTOR POOL	5 KNUCKLE BOOM TRUCKS FOR TRASH DEPARTMENT (SEALED BID 5801)	$1,121,020.00	(55656) EMPIRE TRUCK SALES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00006635-00 FY 2023
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
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: SEAN CLARK
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	CARTERD@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/23	055656	03/03/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	CAB/CHASSIS WITH KNUCLKE BOOM LOADER AS SPECIFIED: 2023 OR NEWER CAB/CHASSIS WITH KNUCKLE BOOM LOADER. VENDOR TO PROVIDE A 2023 OR 2024 FREIGHTLINER M2 PLUS CHASSIS WITH A CUMMINS ENGINE AND A PAC-MACSKBR-HJ-CAB SHHUTTLE LOADER WITH CAB WITH AIR CONDITIONING AND HEAT AS PER CITY OF MOBILE BID NUMBER 5801 WITH THE OPTIONAL WUINDSHIELD WIPER, WORK LIGHTS MOUNTED ON BOOM AND REARWARD FACING LED WORK LIGHTS ON HEADACHE RACK FACING REARWARD. AS PER CITY OF MOBILE BID #5801 AND YOUR QUOTE	5.00 EACH	224204.00000	1121020.00

Additional Description Notes

2023 OR NEWER CAB/CHASSIS WITH KNUCKLE BOOM LOADER. REQUESTED BY 2070 PUBLIC SERVICES.

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP. .		1121020.00

Bill To	Requisition 00006635-00 FY 2023
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
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: SEAN CLARK
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	CARTERD@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/23	055656	03/03/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 1121020.00

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP. .	1121020.00	190628.37

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1121020.00	3884260.03

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	03/05/23	CHARLES SUMRALL	
Approved	06/15/23	CHARLES SUMRALL	
Approved	03/07/23	SHONNDA SMITH	Auto approved by: 910518527

Bill To	Requisition 00006635-00 FY 2023
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
EMPIRE TRUCK SALES LLC	MOTOR POOL - ATTN: SEAN CLARK
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	CARTERD@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/23	055656	03/03/23			MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/07/23	JAMES DELAPP			
	Approved	03/07/23	CASI CALLAWAY		Auto approved by: 910518527	
	Approved	06/15/23	SHONNDA SMITH		Auto approved by: 910518527	
	Approved	06/15/23	JAMES DELAPP			
	Approved	06/15/23	CASI CALLAWAY		Auto approved by: 910518527	
	Forward	04/07/23	KAREN NAMAN		Automatic Forward to 9105paij	
	Rejected	05/23/23	JOHN PAINE		NEED MORE FUNDING PRICE INCRE	
	Approved	06/15/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	06/15/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	06/15/23	JOHN PAINE			
	Approved	06/15/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5801
CAB AND CHASSIS KNUCKLE BOOM TRASH LOADER
HYDRAULIC WET LINE KIT AND TRAILER PACKAGE

		OPTIONS		
	LOADER	**WIPER**	**BOOM WORK LIGHTS**	**HEADACHE LIGHTS**
WARD INTL	$217,562.00 PAC-MAC	$500.00	INCLUDED	INCLUDED
EMPIRE TRUCK	$223,709.00 PAC-MAC	$500.00	INCLUDED	INCLUDED
WARD INTL	$233,141.00 RAMER	$485.00	$275.00	$150.00
ENVIRON-MENTAL PRODUCTS GROUP	$235,228.44 PETERSON	$300.00	$355.00	$450.00
EMPIRE TRUCK	$238,993.00 RAMER			
WARD INTL	$239,337.44 PETERSON	$300.00	$355.00	$450.00
SANSOM EQUIPMENT	$259,290.00 RAMER	$485.00	$275.00	$150.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/20/2023	5801	Motor Pool	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, May 12, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

CAB AND CHASSIS KNUCKLE BOOM TRASH LOADER, HYDRAULIC WET LINE KIT AND TRAILER PACKAGE

Appx 4-10

Current model Cab and Chassis to be provided with Knuckle Boom Trash Loader, Hydraulic Wet Line Kit and Trailer Towing package as per the following and attached specifications.

Chassis

Year _____ Make _____

Model _____

Engine _____

Loader

Knuckle Boom Loader _____

Hydraulic Kit _____

Trailer Package _____

Provide literature and specifications on products bid.

Upon award, the City will purchase a minimum of four (4) Cab and Chassis with Knuckle Boom Loader, Hydraulic Wet Line Kits and Trailer Towing Packages.

Include cost of delivery and title in the price of the vehicle. Pricing to be FOB Mobile.

Delivery may be a consideration in the award of this bid.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	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

City of Mobile Business License will be required.

All vendors will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, Vendor may be required to have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to the award of this bid.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Any manufacturer name given is to set a level of quality of specification of what the City wants.

Vendor shall provide onsite training in use and care of the loaders—approximately 4 hours for operators and 4 hours for the mechanics at a minimum.

Pricing to be firm for a one (1) year period following the award of this bid. At the option of the City of Mobile, 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 ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE, ALABAMA
BID SPECIFICATIONS

SHUTTLE SYSTEM KNUCKLE BOOM LOADER AND TRUCK CHASSIS

INTENT:

This specification describes a hydraulically operated knuckleboom brush and limb loader and chassis with the following minimum specifications necessary to perform the work assigned. The loader shall be capable of collecting brush, limbs, and other curbside debris and then loading the material into a receiving collection body by means of hydraulically lifting the material by a boom / grapple arrangement.

GENERAL TERMS:

All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The unit must be manufactured in an ISO 9000:2000 certified facility.

WARRANTY

Five (5) Year Loader Warranty
Five (5) Year Chassis Warranty
Five (5) Year/250,000 Mile Engine & Aftertreatment Warranty

PARTS MANUAL:

Bidder shall furnish a complete parts, maintenance, and operator's manual with each body sold.

COMPLIANCE:

Bidder shall complete every space in the specification bidder's proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and a detailed description of the deviation from the specification to be supplied. Bidder shall provide, with his bid package, complete body and complete chassis specification. Failure to provide these required specifications or misrepresentation of the bidder's compliance to the bid specifications will cause the bid to be deemed "non-responsive".

	YES	NO
I. LOADER		
Unit to be manufactured in an ISO 9000:2000 certified facility	☐	☐
BOOM		
Total boom length to be 20'. Boom may be extendable to 20 feet.	☐	☐
Minimum lift capacity to be 3,000 lbs. @ 18', including grapple.	☐	☐
Boom pedestal to be constructed of high strength steel providing a 3:1 safety factor.	☐	☐
All hydraulic hoses located at the operator position (boom pedestal) must be enclosed in the pedestal base. Access provided by an easily removable steel cover.	☐	☐
Boom pivot shall be mounted to the pedestal by means of a slewing ring/bearing that has a minimum capacity of 513,000 lbs. static load and 186,000 ft-lbs. moment.	☐	☐
Slewing ring shall be 3 ½" thick and have an O.D. of 25 ¾".	☐	☐
Boom pivot shall be constructed with a 9" O.D. safety retaining tube. The boom pivot safety retaining tube shall be a minimum of 12" long and confine all hoses that pass through the pedestal/boom pivot assembly.	☐	☐
Boom rotation of 320 degrees minimum with mechanical stops for safety.	☐	☐
Stops between 320 degrees and 350 degrees.		
Boom must be able to service both sides of street in same pass.	☐	☐
Boom rotation shall be accomplished by a direct hydraulic swing drive through a slewing (bearing) ring and planetary gear box producing 250,000 in-lbs. torque.	☐	☐
Entire boom assembly shall be designed with a tensile strength to provide a safety factor of 3:1 at the rated load capacity.	☐	☐
Main boom shall be constructed of (2) 4" x 8" high strength steel tube.	☐	☐
Tip boom shall be constructed from a 5" x 7" high strength steel tube.	☐	☐
Main boom shall be equipped with mechanical stops to prohibit hydraulic cylinders from bottoming out.	☐	☐
Boom pedestal to be mounted directly to the chassis frame rails. Mounting must include inside frame rail supports at the mounting points.	☐	☐
The entire boom must be serviceable down to the component level (e.g., every hydraulic hose, fluid tubes, bracket, pint, etc.) Having to replace subassemblies in order to repair a component will not be acceptable.	☐	☐
All boom connections requiring pins shall be equipped with replaceable bushings and heat-treated pins.	☐	☐
Boom must rack behind cab; no rear racking of boom.	☐	☐
Must have solid tread plated catwalk on open area of unit between cab and pedestal covering the frame preventing any debris from falling and lodging on the drive shaft or any components between the frame rails. Catwalk shall be solid—no open grating allowed.	☐	☐
All hydraulics must be inside pedestal tower.	☐	☐
All moving or swiveling points shall be greaseable and have grease fittings that are easily accessible.	☐	☐
All grease points that are not easy to access shall have grease lines run to allow easy accessibility.	☐	☐

	YES	NO
All moving parts of grapple bucket and grapple swivel shall be greaseable and have grease fittings.	☐	☐
OPERATOR'S STATION		
All operating functions shall be controlled from the operator station mounted on the left-hand side of the boom. The operator station must rotate with the boom assembly and have a cushioned operator seat with armrest and seat belt.	☐	☐
Operator station shall be fully enclosed and equipped with A/C and heat. A/C and heat must be separate from the chassis A/C.	☐	☐
A step made of slip resistant material is required for ease of access to the operator's position.	☐	☐
Steps shall be provided for operator access when the boom stowed in the forward rack and rear the boom is stowed in trailer. Steps must have diamond skid on top of outrigger for first step.	☐	☐
Operator controls shall be joystick type. All controls shall be clearly identified as to function.	☐	☐
All controls must be forward of the center line of the operator's bottom seat side to side. All controls shall be in front of the Operator. No controls are to be behind the centerline of the bottom of the operator's seat	☐	☐
No controls on side of seat.	☐	☐
Operator's Station shall have windows that open. These windows shall be of a sliding type.	☐	☐
There shall be a dome light mounted in the Operator's Station for use in low light conditions. Light shall be switchable from the operator's position.	☐	☐
Operator's Station to be fitted with outside work lights with switches in cab to illuminate the work area for after dark or low light operation. These lights shall be LED flood lights and shall be protected from damage by debris.	☐	☐
TRASH GRAPPLE		
Bucket shall have a 360-degree continuous rotating grapple with a replaceable hydraulic swivel. Swivel shall not be welded to or be an integral part of the grapple.	☐	☐
Bucket is to be opened and closed by two (2) hydraulic cylinders with a closing force/" bite" of 3,600 lbs.	☐	☐
Bucket is to be 4' long and capable of opening to 60" between cutting edges.	☐	☐
Bucket shall be fabricated with a bolt on replaceable H.S.H.C. steel cutting edge.	☐	☐
Provision shall be made to store the grapple to the front of the pedestal base while the unit is being transported.	☐	☐
HYDRAULICS		
Two stage tandem pump allows for multiple function control of the loader.	☐	☐
Reservoir shall be a minimum of 45 gallons. It shall have a dual level/oil temperature gauge on side of tank. An in-tank suction strainer is included.	☐	☐
Filter shall be a 10-micron, return line replaceable filter mounted on outside of reservoir.	☐	☐

	YES	NO
Pressure filter to be installed in hydraulic system after pump and prior to any other hydraulic components. Pressure filter to be equipped with a condition sensor and dash mounted light. Light will remain on when filter element needs servicing.	☐	☐
Quarter turn Cut-off valves shall be provided for return and suction lines for the hydraulic tank, as well as either side of the filter assemblies. There shall be "D" shaped handles accessible from the side of the vehicle. Operator shall not have to crawl under vehicle to close hydraulic valves.	☐	☐
There shall be a filter on the return line from the wet line return line from the trailer to the hydraulic tank. There shall be a quarter turn valve with remote "D" handle between the filter and the hydraulic tank. Operator shall not have to crawl under vehicle to close hydraulic valves.	☐	☐
EXTERNAL HYDRAULIC OIL COOLER FOR LOADER There shall be an external fan forced air hydraulic oil cooler of loader's Hydraulic oil. Fan shall be thermostatically controlled. There shall be quarter turn valve either side of the external cooler with remote access from the side of the truck with "D" handles.	☐	☐
There shall be a filter mounted between the hydraulic tank outlet and the hydraulic pump. There shall be a quarter turn valve with "D" handle controls. Employee should not have to crawl under truck to close valve.	☐	☐
Main boom, tip boom and outrigger hydraulic cylinders shall contain pilot operated check valves as an integral part of each cylinder to prevent boom movement in the event of hydraulic hose failure. Bolt on pilot operated check valves will not be permissible.	☐	☐
Two operator-controlled valves located at the operator station will allow for travel (floating) of the boom in the trailer. These valves allow the main boom and swing functions "free float". These valves must incorporate safety latches. They are to be mounted in front of operator for easy access.	☐	☐
There shall be no over height boom alarm that goes off on loader when boom is raised over height provided.	☐	☐
All hoses shall be rated at 4,000 PSI working pressure.	☐	☐
Port tubing throughout the boom shall be zinc plated.	☐	☐
Control valves shall have a 20 GPM rating	☐	☐
POWER SOURCE		
Unit to be mounted on any chassis that meets the manufacturers recommended specification with a heavy-duty (hot shift) PTO and a heavy duty bi-rotational tandem hydraulic pump.	☐	☐
THROTTLE CONTROL		
Unit to have an electrically operated throttle control to maintain proper engine speed when loader is operated under load. Switch for throttle control to be mounted on operator's platform for operator's convenience.	☐	☐
Throttle speed-up shall operate only when the transmission in the neutral position.	☐	☐
OUTRIGGERS		
Outrigger controls up/down levers must be side by side; in/out must be side by side. The up/down levers shall be to the front of the operator.	☐	☐
Outriggers shall be extendable to a distance that will resist loads of 85% of the tipping moment under maximum rated load.	☐	☐

	YES	NO
The outriggers are to be equipped with steel wear pads to cause minimum damage to contacted surface.	☐	☐
Outriggers shall telescope horizontally in and out, and vertically up and down and operate independently by means of individual mechanical linkage controls. Controls can be located separate from the main boom controls but located in front of operator or located in the joysticks.	☐	☐
Outrigger cylinders for stabilizing loader shall be mounted inside telescoping legs.	☐	☐
Outriggers shall retract to within the maximum highway width and will extend to a maximum width to resist the design load moment.	☐	☐
Outrigger cylinders shall contain holding valves on extend and retract functions to prevent outrigger leak down.	☐	☐
Outriggers must have grease fittings on all 4 sides of each moving section.	☐	☐

LIGHTS AND REFLECTORS

Lights and reflectors shall conform to current state and federal standards.	☐	☐
There shall be single faced amble/yellow LED strobe lights facing forward and rear ward built into the Headache rack, Two facing Forward and 2 facing Rearward. Light size shall be no less than 6"x6". The headache rack LED enclosure shall be no smaller than 8"x8" inside dimensions. The enclosure shall be built of 3/8" bar metal. The enclosures shall be built into the upper left and right corners of the headache rack.	☐	☐
The LED strobe lights shall be rated Class 1.	☐	☐
Round LED, Halogen, Strobe, Rotating, or incandescent lights are not acceptable.		

PAINT

Unit shall receive one (1) coat of high-grade primer and (2) coats of high-grade enamel paint.	☐	☐
Color: White Loader/ Black platform, cylinders, grapple & outrigger	☐	☐

PINTLE HITCH TRAILER CONNECTION

The loader shall have a Pintle hitch connection rated no less than 90,000 pounds for shuttle trailer attachment. (To include d-ring safety chain hooks & 6-pin trailer plug.) Pintle hitch must be Holland brand part number PH-210RN11, no substitute.	☐	☐
Air brake gladhand connections for air brakes will be mounted.	☐	☐
Hydraulic "quick connect/disconnect" fittings shall be provided at the rear of the unit for hookup to the trailer dump system, and hydraulic jack stand. Controls for this function shall be located at the rear of the loader.	☐	☐
Provisions to be made for selector to provide pressure when trailer is connected	☐	☐
Diverter valve for PTO must be mounted at rear of truck for ease of access.	☐	☐

	YES	NO
II. CHASSIS		
GENERAL		
2023 or newer/unused Conventional Chassis	☐	☐
33,000 lb. GVWR	☐	☐
FRAME & WHEELBASE		
175" Wheelbase, 107.6" CA, 120" AF	☐	☐
Single piece white painted bumper	☐	☐
RH frame mounted front tow hook	☐	☐
Single frame, 120,000 PSI, 1,933,200 RBM/rail	☐	☐
Integrated battery box in drivers sidestep	☐	☐
ENGINE		
Diesel 8 Liter, 260 HP, 660 Ft/Lbs. Torque with Turbo charge Cummins, Duramax, or Detroit engine brands only.	☐	☐
130AMP Alternator	☐	☐
Power steering pump	☐	☐
Gear driven engine air compressor	☐	☐
Bendix AD-IS Air dryer	☐	☐
Intake air warmer – glow plugs	☐	☐
Donaldson intake air filter and service indicator	☐	☐
Engine block heater with insulated breather hose and EGR valve	☐	☐
Stacked DPF & SCR underneath cab RH horizontal tailpipe	☐	☐
Engine exhaust brake	☐	☐
Heated DEF tank: 5 Gallons frame mounted forward of passenger steps	☐	☐
TRANSMISSION		
Allison 3000 RDS Automatic transmission with PTO provisions	☐	☐
Push button electronic shift selector – dash mounted	☐	☐
Synthetic transmission fluid	☐	☐
Transmission oil cooler	☐	☐
DRIVELINE		
Dana Spicer SPL 140HD main driveline with ½ round yokes (or equal)	☐	☐
FRONT AXLE & SUSPENSION		
12,000 lb. Front axle	☐	☐
Synthetic front axle lube	☐	☐
12,000lb Taper leaf front suspension	☐	☐
Front shock absorbers	☐	☐
REAR AXLE & SUSPENSION		
Meritor RS23-160 23,000 lb. Single rear axle (or equal)	☐	☐

	YES	NO
Conventional rear differential gear lubricant	☐	☐
5.38 Rear axle Ratio	☐	☐
23,000 lb. Multi Leaf steel spring suspension	☐	☐
BRAKES		
Wabco 4s/4m ABS without traction control	☐	☐
Air brake service brake system	☐	☐
15.0" x 4" Front brakes	☐	☐
Front slack adjusters	☐	☐
16.5" x 7" Rear brakes	☐	☐
Rear slack adjusters	☐	☐
Parking & emergency brake	☐	☐
Dual 9-gallon steel air tanks – petcock valve on all tanks	☐	☐
ELECTRICAL		
Two (2) Group 31 600CCA Batteries (total 1200CCA)	☐	☐
Cruise control	☐	☐
Halogen headlights	☐	☐
There shall be a continuous duty solenoid or relay keyed to the ignition switch to control the 12-volt power to the Operator's position. When ignition is off, there shall be no power to the Operator's Station.	☐	☐
FUEL SYSTEM		
50 Gallon Aluminum Fuel tank – Driver side	☐	☐
Fuel water separator with electric pre-heater	☐	☐
WHEELS & TIRES		
11R22.5 14 Ply Front & Rear Tires	☐	☐
22.5x8.25 White powder coated steel wheels – front & rear	☐	☐
ADDITIONAL FEATURES		
Fender mounted mirrors	☐	☐
Trailer towing package – per City of Mobile trailer requirements	☐	☐
Paint: white	☐	☐
Exhaust system must be under truck between frame rails, not exposed and protected by metal cage so not damaged by boom operation. No component of exhaust system shall be mounted so as to catch or contact trash or debris.	☐	☐
Vertical exhaust stack is not acceptable.	☐	☐

OPTIONS

Windshield wiper on Operator's Station $_____

Work lights mounted on boom to illuminate work area and grapple operation. They shall be of LED type and protected from contact with debris. $_____

LED work lights built into the headache facing rearward. $_____

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)

ADDENDUM

May 5, 2023

RE: City of Mobile Bid #5801 for Cab and Chassis Knuckle Boom Trash Loader, Hydraulic Wet Line Kit and Trailer Package

Please consider the following to be ADDENDUM to City of Mobile Bid #5801 for Cab and Chassis Knuckle Boom Trash Loader, Hydraulic Wet Line Kit and Trailer Package.

ENGINE

DELETE

8 Liter

REPLACE WITH

Minimum

The following items should be provided:

- Air conditioner with heater and defroster
- Air ride driver seat
- Bench passenger seat
- Mirrors electric remote
- Power windows
- Tilt steering
- Air horn

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

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William s. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Harrells LLC for fertilizer for Azalea City Golf Course.
Azalea City enterprise account.

Amount of Contract:

$24,835.20

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230615 Harrells Agenda Package POs	Cover Memo	6/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/15/2023 - 2:41 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
9938	2023	(F6130) AZALEA CITY GOLF COURSE	FERTILIZER FOR AZALEA CITY GOLF COURSE (SEALED BID 5813)	$24,835.20	(270772) HARRELLS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009938-00 FY 2023
ACCOUNTS PAYABLE	PO 23010336
P O BOX 389	Acct No:
	6130.70.20.0000.0000.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
HARRELLS LLC	AZALEA CITY GOLF COURSE
P O BOX 807	1000 GAILLARD DRIVE
	MOBILE, AL 36608
LAKELAND, FL 33802	
Tel#800-780-2774	Delivery Reference
Fax 863-904-1545	BRIAN AARON
	Deliver To
	AZALEA CITY GOLF COURSE
	1000 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/23	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID #5813 AND QUOTE BY BRETT DRINKWINE.			
001	FERTILIZER BULK, AS SPECIFIED :	22.00 TON	934.80000	20565.60
	Additional Description Notes			
	20-2-20, FAIRWAY GRADE FERTILIZER, 100% SLOW RELEASE NITROGEN DERIVED FROM POLYMER COATED UREA (NO OTHER NITROGEN SOURCES WILL BE ACCEPTED), POTASSIUM DERIVED FROM MURIATE OF POTASH, THIS IS FOR 2 APPLICATIONS, PRODUCT IS TO BE SPREAD AT 250 POUNDS PER ACRE. FIRST APP ON JUNE 27TH OR 29TH AND SECOND APP ON AUG 29TH or 31ST. BEGINNING AT 5:30AM, BULK QUANTITY, PRICE PER TON.			
	Vendor Item			
	Inventory Item/Loc 3983			
1	6130.70.20.0000.0000.2005.0000.0000.44020.			20565.60

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

Bill To	Requisition 00009938-00 FY 2023
ACCOUNTS PAYABLE	PO 23010336
P O BOX 389	Acct No:
	6130.70.20.0000.0000.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
HARRELLS LLC	AZALEA CITY GOLF COURSE
P O BOX 807	1000 GAILLARD DRIVE
	MOBILE, AL 36608
LAKELAND, FL 33802	
Tel#800-780-2774	Delivery Reference
Fax 863-904-1545	BRIAN AARON
	Deliver To
	AZALEA CITY GOLF COURSE
	1000 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/23	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
002	FERTILIZER AS SPECIFIED:	80.00 BAG	23.37000	1869.60

Additional Description Notes

20-2-20, FAIRWAY GRADE FERTILIZER, 100% SLOW RELEASE NITROGEN DERIVED FROM POLYMER COATED UREA (NO OTHER NITROGEN SOURCES WILL BE ACCEPTED), POTASSIUM DERIVED FROM MURIATE OF POTASH, THIS IS FOR 2 APPLICATIONS, PRODUCT IS TO BE SPREAD AT 250 POUNDS PER ACRE. FIRST APP ON JUNE 27TH OR 31ST AND SECOND APP ON AUG 29TH OR 31ST.BEGINNING AT 5:30AM, 50 POUND BAGS.

Vendor Item

Inventory Item/Loc 14207

1 6130.70.20.0000.0000.2005.0000.0000.44020. 1869.60

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

003	FERTILIZER SPREAD SERVICE SUPPLIED BY VENDOR TRUCK AND D RIVER	2.00 LOT	1200.00000	2400.00

Additional Description Notes

Bill To	Requisition 00009938-00 FY 2023
ACCOUNTS PAYABLE	PO 23010336
P O BOX 389	Acct No:
	6130.70.20.0000.0000.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
HARRELLS LLC	AZALEA CITY GOLF COURSE
P O BOX 807	1000 GAILLARD DRIVE
	MOBILE, AL 36608
LAKELAND, FL 33802	
Tel#800-780-2774	Delivery Reference
Fax 863-904-1545	BRIAN AARON
	Deliver To
	AZALEA CITY GOLF COURSE
	1000 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/23	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	SPREAD FERTILIZER OVER 88 ACRES, 2 SEPARATE APPLICATION DATES, FIRST APP ON JUNE 27TH OR 29TH AND SECOND APP ON AUG 29TH OR 31ST			
	Vendor Item			
	Inventory Item/Loc 12312			
1	6130.70.20.0000.0000.2005.0000.0000.44020.			2400.00
	Ship To			
	AZALEA CITY GOLF COURSE			
	1000 GAILLARD DRIVE			
	MOBILE, AL 36608			
	Delivery Reference			
	BRIAN AARON			
	Deliver To			
	AZALEA CITY GOLF COURSE			
	1000 GAILLARD DRIVE			
	MOBILE, AL 36608			

Requisition Link

Requisition Total 24835.20

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

Account	Amount	Remaining Budget
6130.70.20.0000.0000.2005.0000.0000.44020.	24835.20	
AZALEA CITY GOLF COURSE EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00009938-00 FY 2023
ACCOUNTS PAYABLE	PO 23010336
P O BOX 389	Acct No:
	6130.70.20.0000.0000.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
HARRELLS LLC	AZALEA CITY GOLF COURSE
P O BOX 807	1000 GAILLARD DRIVE
	MOBILE, AL 36608
LAKELAND, FL 33802	
Tel#800-780-2774	Delivery Reference
Fax 863-904-1545	BRIAN AARON
	Deliver To
	AZALEA CITY GOLF COURSE
	1000 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/23	270772				AZALEA CITY GOLF COURSE

LN	Description / Account			Qty	Unit Price	Net Price
	CCancelled	06/14/23	JAMES NEESE JR		GL Allocation, GL Allocation c	
	Approved	06/14/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	06/14/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	06/14/23	JOHN PAINE		Approved by: 9105neej	
	Approved	06/14/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

BID #5813 ANALYSIS

FERTILIZER

HARRELLS LLC

22 TONS 20-2-20 FERTILIZER--$934.80/TON -------$20,565.60

2 LOTS SPREAD CHARGE--$1200.00/LOT---------$2400.00

80 BAGS 20-2-20 FERTILIZER--$23.37/BAG----------$1869.60

(50LB BAGS)

TOTAL----------$24,835.20

SIMPLOT T&H

22 TONS 20-2-20 FERTILIZER--$979.60/TON--------$21,551.20

2 LOTS SPREAD CHARGE--$880.00/LOT----------$1760.00

80 BAGS 20-2-20 FERTILIZER--$24.49/BAG----------$1959.20

(50LB BAGS)

TOTAL----------$25,270.40

REQ #9938

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 007

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/31/2023	5813	Azalea City Golf Course	1000 Gaillard Drive, Mobile, AL 36608

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Wednesday, June 14, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

FERTILIZER

The City of Mobile requests bids for Fertilizer as per the attached RFQ.

See specifications on following sheets.

State pricing as specified (i.e., ton, lot, bag) as requested.

State pricing on spread service as a single charge. Spread charge must be stated. Do not add it to fertilizer price.

State pricing on attached RFQ.

All prices quoted are to be delivered prices F.O.B. Mobile.

State any special conditions or ordering instructions.

Business License is required. See item 14 on reverse.

Bid Bond not required.

Page 1 of 2

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

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

THIS BID IS TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Azalea City Golf Course

City of Mobile
Mobile, AL

SPECIFICATIONS FOR FAIRWAY FERTILIZER

Two orders of fertilizer to be spread by provider. First order to be spread June 27th or 29th, 2023, beginning at 5:30am and 2nd order to be spread August 29th or 31st, 2023. Material shall be spread at 250 pounds per acre and spread charge shall be based on 88 acres per application. Each app shall be 11 tons of bulk and 1 ton in 50# bags for a total of 22 tons bulk and 2 tons in 50# bags. The fertilizer shall not be delivered more than 1 week prior to spread date.

The analysis shall be 20-2-20.

The nitrogen shall be derived from polymer coated urea only. The polymer coated urea shall be manufactured using the reactive layers coating process to insure longevity and controlled release. No substitutions will be accepted.

The potassium source shall be Muriate of Potash.

BID #5813

22 TONS 20-2-20, FAIRWAY GRADE FERTILIZER, 100% SLOW RELEASE NITROGEN DERIVED FROM POLYMER COATED UREA (NO OTHER NITROGEN SOURCES WILL BE ACCEPTED), POTASSIUM DERIVED FROM MURIATE OF POTASH, THIS IS FOR 2 APPLICATIONS, PRODUCT IS TO BE SPREAD AT 250 POUNDS PER ACRE. FIRST APP ON JUNE 27TH OR 29TH AND SECOND APP ON AUG 29TH or 31ST. BEGINNING AT 5:30AM, BULK QUANTITY, PRICE PER TON.

TON PRICE:

2 LOTS SPREAD FERTILIZER OVER 88 ACRES, 2 SEPARATE APPLICATION DATES, FIRST APP ON JUNE 27TH OR 29TH AND SECOND APP ON AUG 29TH OR 31ST

LOT PRICE:

80 BAGS 0-2-20, FAIRWAY GRADE FERTILIZER, 100% SLOW RELEASE NITROGEN DERIVED FROM POLYMER COATED UREA (NO OTHER NITROGEN SOURCES WILL BE ACCEPTED), POTASSIUM DERIVED FROM MURIATE OF POTASH, THIS IS FOR 2 APPLICATIONS, PRODUCT IS TO BE SPREAD AT 250 POUNDS PER ACRE. FIRST APP ON JUNE 27TH OR 31ST AND SECOND APP ON AUG 29TH OR 31ST.BEGINNING AT 5:30AM, 50 POUND BAGS.

BAG PRICE:

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:6/27/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Hellas Construction Inc for synthetic turf for Ladd-Peebles Stadium.
CIP

Amount of Contract:

$470,352.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230614 Hellas Agenda Package POs	Cover Memo	6/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/15/2023 - 2:41 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
11097	2023	(3032) ARCHITECTURAL ENGINEERING	SYNTHETIC TURF FOR LADD-PEEBLES STADIUM (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$470,352.00	(298422) HELLAS CONSTRUCTION INC

Adopted:

_____

City Clerk

Bill To	Requisition 00011097-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
HELLAS CONSTRUCTION INC.	LADD-PEEBLES STADIUM
12000 WEST PARMER LANE	1621 VIRGINIA STREET
	MOBILE, AL 36604
AUSTIN, TX 78613	
Tel#512-250-2910	Delivery Reference
	BRENDA PARKER
	Deliver To
	LADD-PEEBLES STADIUM
	1621 VIRGINIA STREET
	MOBILE, AL 36604
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/23	298422				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	TO PROVIDE ARTIFICIAL TURF AND TRACKS WITH INSTALLATION, RELATED EQUIPMENT, MATERIALS AND SUPPLIES FOR LADD STADIUM	1.00 LOT	470352.00000	470352.00

Additional Description Notes

PER YOUR QUOTED DATED 06.09.23
SOURCEWELL CONTRACT 031622-HLC

FOR QUESTIONS OR CONCERNS CONTACT C. BOATWRIGHT @ 251.208.7627

1 2000.80.00.0000.0000.0000.0000.0000.48010.
E C0873 .CONSTRUCTN. . 470352.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Requisition Link

Requisition Total 470352.00

Bill To	Requisition 00011097-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
HELLAS CONSTRUCTION INC.	LADD-PEEBLES STADIUM
12000 WEST PARMER LANE	1621 VIRGINIA STREET
	MOBILE, AL 36604
AUSTIN, TX 78613	
Tel#512-250-2910	Delivery Reference
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	Deliver To
	LADD-PEEBLES STADIUM
	1621 VIRGINIA STREET
	MOBILE, AL 36604
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/14/23	298422				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E C0873 .CONSTRUCTN. .	470352.00	179648.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	470352.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	06/14/23	GREGG BLAIZE	Auto approved by: 910519420
Approved	06/14/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	06/14/23	CASSIE BOATWRIGHT	
Queued	06/14/23	BRENDA RHODES	
Queued	06/14/23	TIFFANY HOLLINS	
Queued	06/14/23	RELYA MALLORY	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		JOHN PAINE	
Pending		MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

June 9, 2023

Casey Boatwright
Ladd-Peebles Stadium
City of Mobile
1621 Virginia Street
Mobile, Alabama 36604

RE: Synthetic Turf Field Proposal

Hellas is pleased to provide you with this proposal. Pricing is based on Hellas' current cooperative contract entitled Purchase via Sourcewell Contract 031622-HLC-Artificial Turf and Tracks with Installation, Related equipment, Materials and Supplies. Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services.

General Conditions

Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout and staking.
3. Provide performance and payment bonds.
4. Provide, prior to construction, all required submittals.
5. Provide, prior to construction, synthetic turf shop drawings.
6. Provide final punch-out and clean-up of the completed project.
7. Alabama Contractors License Number 40384. City of Mobile License Number 96006.

BASE PROPOSAL
SYNTHETIC TURF REMOVE & REPLACE

Hellas scope of work:

1. Remove and dispose offsite the existing synthetic turf.
2. Regrade stone drainage material after all turf is removed (no purchase of stone drainage material or any grade changes anticipated for this process).
3. *Synthetic Turf* - Provide and install approximately 82,094 square feet of **matrix®** with **helix®** Shape Memory Technology **46 oz.** 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
   - Football lines and markings per attached rendering.
   - One (1) logo per attached rendering.

- Proprietary **REAL**FILL™ installation of unique silica pea gravel base and ambient ground SBR rubber.
- Supply one (1) tow-behind ground-driven sweeper/groomer.
- Gmax testing.
- Provide 8-year manufacturer warranty.
- Provide third party insured warranty.

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field and equipment quoted above.

Proposal Price	***$470,352.00***
Taxes Not Included in Proposal Price	***$12,974.90***

PROPOSAL ALERNATES

1. Unit price to replace existing nailer with 2” x 4” plastic **EcoNailer™**, if needed. Unit price per lineal feet. Add to base proposal.
   Add unit price 5 Amount $14.50/LF

EXCLUSIONS

1. Any item of work not specifically listed above.
2. Any form of subgrade stabilization.
3. Aggregate base repairs.
4. Existing drainage system repairs.
5. Rock excavation or haul off.
6. SWPPP/Erosion control.
7. Any concrete work.
8. Any asphalt paving.
9. Any electrical work.
10. Any fence work.
11. Engineering.
12. Construction materials inspection and testing.
13. Supply or installation of perimeter safety or construction fencing.
14. Site security.
15. Any Allowances or Contingencies.
16. Prevailing or union wages.
17. Any permits or fees, including any utility impact fees generated by construction improvements.
18. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site. Owner to supply secure laydown area for Hellas materials.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Hellas looks forward to the award of this project, and is eager to work with you.

Pricing valid for 14 days from date of this proposal.

Tim Robertson
Estimator
Hellas
512-688-9595

Sourcewell

Hellas Construction, Inc.

Indoor & Outdoor Athletic Surfaces

#031622-HLC

Maturity Date: 05/26/2026

Products & Services

Products & Services

Sourcewell contract 031622-HLC gives access to the following types of goods and services:

- Design & build
- Synthetic turf fields
- Running tracks
- Post tension tennis courts
- Synthetic turf replacement
- Running track & tennis court resurfacing

Additional information can be found on the vendor-provided, nongovernment website at: hellasconstruction.com/partners

Buy Sourcewell

Login to unlock more contract features.

Username

Username

DocuSign Envelope ID: 0541C548-2EC8-4A09-9250-ADECBF0C1B77

Solicitation Number: RFP #031622

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hellas Construction, Inc., 12000 West Parmer Lane, Austin, TX 78613 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 26, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Hellas Construction, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 08C3BB267390401...
By: _____	By: _____
Jeremy Schwartz	Saulo Hernandez
Title: Chief Procurement Officer	Title: Director of Estimating
Date: 5/23/2022 | 2:17 PM CDT	Date: 5/23/2022 | 5:48 PM PDT

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 5/23/2022 | 9:14 PM CDT

RFP 031622 - Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies

Vendor Details

Company Name:	Hellas Construction, Inc.
Address:	12000 West Parmer Lane Austin, TX 78613
Contact:	Ruth Hawley
Email:	rhawley@hellasconstruction.com
Phone:	512-809-9509
HST#:	270074538

Submission Details

Created On:	Thursday January 27, 2022 08:41:46
Submitted On:	Wednesday March 16, 2022 09:56:29
Submitted By:	Ruth Hawley
Email:	rhawley@hellasconstruction.com
Transaction #:	58215a4f-2d5f-45fe-b332-921dc91b975d
Submitter's IP Address:	47.223.32.125

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Hellas Construction, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or DUNS number:	146018887	*
5	Proposer Physical Address:	12000 West Parmer Lane Austin, TX 78613	*
6	Proposer website address (or addresses):	www.hellasconstruction.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Saulo Hernandez, Director of Estimating, 12000 West Parmer Lane, Austin, TX 78613, shernandez@hellasconstruction.com, (512) 250-2910.	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ruth Hawley, Cooperative Contracts Manager, 12000 West Parmer Lane, Austin, TX 78613, rhawley@hellasconstruction.com, (512) 809-9509.	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None.	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Hellas Construction, Inc. began operations in January 2004. The Company was formed by Mr. Reed J. Seaton who has approximately thirty years of senior management experience in the artificial turf, running track and sports construction business. Mr. Seaton continues as President of the company and is very active in day-to-day operations. The Company's core competencies revolve around the construction, design, manufacture, sale and installation of high-quality synthetic sports playing surfaces. Hellas offers customers "one-stop shopping" by providing complete project services including the manufacturing of an exclusive line of artificial turf systems, running tracks and courts, in-house design services, installation of the sports surface and any necessary construction services as we own over 1,000 pieces of construction equipment and employ our own installation and construction crews. Our overall mission is to satisfy the market segment we serve with integrity, quality construction, and on-time delivery. Hellas has maintained a steady growth in sales volumes by becoming the recommended company of choice by ensuring on-time delivery of all projects. Equally important is that each project is managed with great care and to the highest standards of the industry. Our company philosophy and market strategy are to consistently out-perform in terms of quality products and installation delivery of our projects on time! We focus on project solutions and quality to exceed our customers' expectations every time, and we differentiate ourselves in the marketplace accordingly. We never miss a kickoff! Our longevity is attributed to our commitment to our customers. satisfaction.	*
11	What are your company's expectations in the event of an award?	It has been our privilege to be a part of Sourcewell and offer our Sourcewell contract as an option to our customers and potential customers. We have seen a tremendous growth in our Sourcewell contract sales during our most recent contract term. We feel that as we continue to expand our collective footprint, we can expect an even stronger contract term with a continued momentum in increased sales. Hellas has a strong relationship with our Sourcewell support team and expect this will not change should we be awarded a new contract. We expect our relationship will continue to grow as we remain in constant contact with the Sourcewell team particularly our Supplier Development Administrator, Nick Trout who has been instrumental in the growth of our current Sourcewell contract. Further, Hellas' market share continues to grow geographically outside of the Southwest and expanding more into the higher education and professional arenas. We feel that Sourcewell will help further launch Hellas into the north and northeastern U.S. and continue to gain trust in other markets such as higher education. This is not to say that Hellas does not intend to promote Sourcewell in the Southwest, as proven by our recent Hellas' Sourcewell sales in Texas which have been in the millions of dollars.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the documents entitled Reference Letters and Financial Stability in the FINANCIAL STABILITY zip file which contains the following: • Bonding capacity letter • Letter of credit • Certificate of Insurance • 2020 audited financials statements	*
13	What is your US market share for the solutions that you are proposing?	Hellas Construction, Inc. has a greater than 50% U.S. market share in the Specialty Sports Construction and Surfacing marketplace and continues to gain market share with approximately 30% revenue growth year over year since inception. The strategy to continue our market share growth includes a focus on maintaining our strong reputation in the Sports Surfacing Industry by continuing to promote the education of our staff and encouraging certifications in the areas of sports surfaces design, manufacturing and construction all of which ensure Hellas remains the most trusted sports surfaces provider in the U.S.	*
14	What is your Canadian market share for the solutions that you are proposing?	We do not currently have a market share in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Hellas is a nationwide, single-source construction company that manufactures its own sports playing surfaces, sells them with our own salesforce (Business Development Managers) and installs with our own employee crews and construction equipment. We manufacture our own fibers, textiles and polymers that go into our products which ensures quality control from the very beginning. Our salesforce is over 1,250 strong as our President, Reed Seaton, has always emphasized that every person employed by Hellas is a direct representation of our company to our customers and our communities, and as such, we are all part of the sales process. Our dedicated “boots on the ground” salesforce that comprises our Sales Department is comprised of our Director of Sales, twenty-one dedicated Business Development Managers (BDMs) and six Sales Process Specialists that support our BDMs. Our BDMS are strategically located throughout the U.S. and each covers their own respective territory. Our Sales Team gathers once a month for training, team building and strategic planning and are led by our President, Reed. J. Seaton and Director of Sales, Sydney Stahlbaum.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Hellas holds a Certificate of Authority to do business in all fifty states, maintains our good standing by filing our annual reports and taxes each year. Hellas further holds the required contractor’s licenses to perform our services in all jurisdictions requiring licensure. Hellas also has employees on staff that hold American Sports Builders Association (ASBA) certifications in track, turf and tennis court construction. All can be verified at the various state licensing websites and Secretaries of State websites. Also, please see uploaded document entitled ASBA Certificates under FINANCIAL STABILITY zip file.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Hellas has not been suspended or debarred from performing work.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 INC. 5000 List of America's Fastest Growing Companies AUSTIN BUSINESS JOURNAL -Austin Area Commercial Construction Companies – Ranked Number Nine ERNST & YOUNG – Entrepreneur of the Year, Reed J. Seaton, CEO ENGINEERING NEWS- Top 600 Specialty Contractors – Ranked 102 SYNTHETIC TURF COUNCIL -Sports Project of the Year Award – Multi-Field Berl Huffman Champion Soccer Fields, City of Lubbock 2019 Engineering News Record Top 600 Specialty Contractors – Ranked 143 2018 ERNST & YOUNG – Entrepreneur of the Year, Reed J. Seaton, CEO SYNTHETIC TURF COUNCIL -Sports Project of the Year Award – Municipal Park & Sports Complex, City of Portland AMERICAN SPORTS BUILDERS ASSOCATION – Multi-Field Facility Award Winner, Municipal Park & Sports Complex, City of Portland 2017 INC. 5000 list of America's Fastest Growing Companies	*
20	What percentage of your sales are to the governmental sector in the past three years	2021– 5% 2020 – 2% 2019 – 6%	*
21	What percentage of your sales are to the education sector in the past three years	2021 – 95% 2020 – 98% 2019 – 94%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The below are approximate. 2019 1GPA - $30MM AEPA - $20 MM Allied States Cooperative - $5MM BuyBoard- $14MM CMAS- 0 GSA - $1MM Sourcewell - $650,000 TIPS USA - $4 MM 2020 1GPA - $25MM AEPA - $16 MM Allied States Cooperative - $8MM BuyBoard- $6MM CMAS- 0 GSA - 0 Sourcewell - $12 MM TIPS USA - $7 MM 2021 1GPA - $35MM AEPA - $33 MM Allied States Cooperative - $3MM BuyBoard- $20 MM CMAS- $2 MM GSA - 0 Sourcewell - $30 MM TIPS USA - $2 MM	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Contract No. GS03F0227W – Schedule 078 – Sports, Promotional, Outdoor, Recreational, Trophies and Signs (Sports). Sales volume last three years: $971,450.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Wichita State University	Brad Pittman	316-978-5556	*
Keller Independent School DIstrict	Eric Persyn	817-744-1066	*
Lindale Independent School District	Jamie Holder	903-881-4001	*
Fayetteville Public Schools	Steve Janski	479-287-5631	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Portland	Government	Texas - TX	Two sports complexes with multiple fields, sidewalks, fencing, etc.	$8.7 million and $8.5 million	$17 million	*
Cypress Fairbanks ISD	Education	Texas - TX	Artificial turf, tracks, lighting at multiple sites	$14 million and $14 million	$28 million	*
Big Foot Union HS District	Education	Wisconsin - WI	Athletic complex with multiple fields	$8 million	$8 million	*
City of Eagle Pass	Government	Texas - TX	Athletic Park with turf fields, tennis courts, lighting, sidewalks, fencing, etc	$15 million	$15 million	*
Fort Bend ISD	Education	Texas - TX	Athletic Park with turf fields, tennis courts, sidewalks, fencing, etc	$16 million	$16 million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Hellas has a team of local Business Development Managers and Regional Vice Presidents of twenty-one individuals. Each live/work in a designated market area covering over 75% of the US sports construction market. We have sales staff in the following locations: Austin, TX Frisco, TX Houston, TX San Antonio, TX El Paso, TX Phoenix, AZ San Marcos, CA Wichita, KS St. Gabriel FL St. Louis, MO Las Vegas, NV Chapel Hill, NC Pittsburgh, PA Youngstown, OH Oklahoma City, OK Nashville, TN Seattle, WA	*

27	Dealer network or other distribution methods.	Hellas does not have a dealer network. Sourcewell members will work directly with Hellas.	*
28	Service force.	Hellas Construction, Inc. has a team of over 1,250 employees which give us the ability to handle more than 100+ projects around the nation concurrently; focusing on construction, turf, track, and tennis installation, design, surveying, and after-the-sale service and maintenance. Hellas also owns more than 1000 pieces of heavy construction equipment, operated by highly qualified staff with decades of unique skill and knowledge in sports construction under their belts. Please see MARKETING PLAN zip file for document entitled MARKETING BROCHURES which contains our “About Hellas Construction, Inc.” brochure. LOCATIONS All service calls should go to our corporate headquarters location. Company Headquarters 12000 West Parmer Lane Austin, TX 78613 P: (512) 250-2910 | F: (512) 368-2972 Our Manufacturing Facilities are located: Hellas Polymers 3511 County Road 200 Liberty Hill, TX 78642 Phone: 512-778-9922 Fax: 512-778-9956 Hellas Fibers 146 Industrial Park Drive Dadeville, AL 36853 256-786-0854 Hellas Textiles 75 Lowy Drive Chatsworth, GA 30705 Fax: 706-517-0853 Contact: Angie Stamey, Plant Manager astamey@hellasconstruction.com We have staffed personnel in the following locations that are able to visit and assess project sites. Austin, TX Frisco, TX Houston, TX San Antonio, TX El Paso, TX Phoenix, AZ San Marcos, CA Wichita, KS St. Gabriel FL St. Louis, MO Las Vegas, NV Chapel Hill, NC Pittsburgh, PA Youngstown, OH Oklahoma City, OK Nashville, TN Seattle, WA	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Hellas' proposal process begins with the direct relationship between our customers and our Hellas-employed Business Development Managers (BDMs) in which BDMs strive to gain a solid understanding of our customer's needs to provide a solution which best delivers. Once our BDM has personally met with the customer and visited the project site, the BDM communicates all of the relevant information to the Sales Process Specialist in our corporate office to start a file, assign an estimator and calendar the deadline for the proposal. A proposal is generated by our Estimating Team to include a color rendering produced by our Design Team for the customer to visualize its field or track. Our proposal includes Hellas' Sourcewell contract information and not to exceed pricing. Hellas strives to further discount its Sourcewell pricing to be as competitive as possible. Once the customer approves the proposal, Hellas works closely to coordinate schedules, draft contract, and bring the customer's project to fruition using our Hellas' trained and employed crews.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service support philosophy is to exceed our customer's expectations. We achieve this by striving to do the job right the first-time minimizing warranty issues, educating our customers on the proper maintenance of our products and quickly responding to any customer service issues. Should the need arise, Hellas will be available to members with any questions or issues regarding the maintenance of their surfaces by calling our corporate offices at (800) 233-5714 Monday through Friday, 7:30 am to 5:30 pm Central Time. As previously stated, Hellas has several locations throughout the U.S. Installation crews are working on projects throughout the country at any given time, and we can dispatch someone immediately if working in the area. Hellas can perform repairs and warranty work at any time including after hours, weekends and holidays should the need arise at Owner's request. Our commitment is to provide the best quality products, installation and post-installation services to our customers while ensuring the safety of our employees and the public that will be using our facilities and sports surfaces. Since Hellas installs and services its own products and installations, we are able to maintain quality control within our company.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Hellas is able to service all areas of the United States and is not restricted by any other contracts.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Hellas is able and willing to explore opportunities in Canada more specifically areas nearest our offices in the Seattle, WA area.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hellas holds a Certificate of Authority and Contractor's licenses in all in fifty states including Alaska and Hawaii. There are no restrictions of which we are currently aware.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Please see document entitled Marketing Brochures in Marketing Plan zip file. Hellas can co-brand Hellas and our Sourcewell contract on any of our marketing materials for use at trade shows, e-mail blasts and distribution by our sales team. SALES MEETINGS Hellas' sales team meets several times per year where they are provided with updates and continuing education on our cooperative contract to include market trends and initiatives. Our sales force is in constant communication with our Estimators, Director of Sales and full time Cooperative Contract Manager who are very familiar with our Sourcewell pricing and facilitate proposals to our customers.	

These Sales Meetings are integral to reinforcing the central focus of our sales efforts – which is to utilize cooperative purchasing as a sales tool.

EMPLOYEE COMMUNICATIONS

Emails and press releases will be sent to all key employees company-wide regarding our Sourcewell contract and projects.

NEW EMPLOYEE TRAINING

New employees are educated one-on-one on the benefits of our Sourcewell contract, and Hellas ensures they understand the cooperative purchasing process.

IN-HOUSE MARKETING DEPARTMENT

Hellas also has an in-house marketing department located at our corporate headquarters in Austin, Texas. It is here all marketing materials, collateral, and campaigns are created, developed and managed. Hellas has in-house printing capabilities allowing us to provide Sourcewell member agencies with print materials on demand.

The following are dynamic, experienced, and competent individuals that comprise our marketing team – a complete team committed to marketing this Contract.

Sydney Stahlbaum – Director of Sales and Marketing. Sydney brings a decade of experience in the sports construction industry to her leadership of the Hellas Sales and Marketing teams. Her experience has shown that the Sourcewell contract is an invaluable selling tool that brings values to Hellas' clients and Hellas itself. As such, Ms. Stahlbaum will ensure that the sales team and marketing team are aligned in promoting use of the Sourcewell contract.

Claudia Villegas - Graphic Design Specialist. Claudia has over 20 years in graphic design and is responsible for website graphic management, graphics development, logo development, designing cut sheets, brochures, pamphlets, signs, banners, advertisements, binders and other graphic projects as they arise. She also edits photography, presentations, video, audio, and commercials, as needed. She assists the sales team and construction crews with signage and banner ordering as needed. She is also fluent in Spanish.

Brittany Longoria – Graphic Designer. Brittany assists Claudia in executing graphic design projects. She integrates a fresh eye for design into Hellas' established brand standards.

Knute O'Donnell – Marketing Specialist. Knute is responsible for all tradeshow coordination, special events, marketing events, sales support, as well as ordering and maintaining promotional items, cut sheets, brochures, samples, and marketing materials. He is a key point of contact for our field sales team, providing them with the valuable support needed to excel in all sales efforts.

Estefania Zuluaga – Marketing Coordinator. Estefania provides support to the entire Marketing and Sales Team. She assists with tradeshow coordination and ensures Hellas' sales team has all of the marketing materials and product samples needed to successfully market and present Hellas' products and services to current and prospective customers.

Jeff Power – Photographer and Videographer. Jeff brings a career of sports reporting to Hellas as the company videographer and photographer, going on site for finished projects and special events. He writes speeches and articles for the company and employees as needed.

Caroline Copeland – Special Projects Manager. Caroline Copeland is a seasoned professional with decades of experience in business-to-business marketing. Caroline tackles special projects and makes an impact in the business ensuring we have the highest visibility inside and outside of the company. She is responsible for writing press releases and articles, creating and editing copy for brochures, pamphlets, cut sheets, website, campaigns and advertisements. She creates taglines and sales slogans, as well as technical product description information for collateral.

Hellas will collaborate on marketing efforts with Sourcewell members and future Sourcewell members in the following ways:

- Multimedia public relation campaigns
- Handouts and brochures
- Partnering at trade shows
- On-site support
- Special event coordination

Hellas exhibits at various venues including those that target School Boards, Administrators, Procurement Officials, Coaches, Athletic Directors, etc. at every level from K-12 through post-secondary education. *

Below is a list of shows, we are currently scheduled to attend for the 2022:

SHOW DATES & LOCATIONS

American Baseball Coaches Association 1/6/2022-1/9/2022
United Soccer Coaches 1/19/2022-1/23/2022
Sports Turf Managers Association 1/19/2022-1/20/2022
The School Superintendents Association 2/16/2022-2/18/2022
National Parks and Rec Association 9/20/2022-9/22/2022
National Athletic Directors Conference 12/9/2022-12/13/2022
American Sports Builders Association TBD
National School Boards Association 4/2/2022-4/4/2022
Colorado Athletics Directors Association 5/1/2022-5/2/2022
Arizona Interscholastic Athletic Administrators Association Sep-22
Arizona School Boards Association Dec-22

		New Mexico School Board Association Dec-22 Utah AD Show 4/6/2022-4/9/2022 Utah Parks and Rec March 14-16 2022 Washington Recreation & Park Association 4/13/2022-4/15/2022 Colorado Association of Educators Jul-22 AZLAS Winter Conference 1/9/2022-1/10/2022 California School Boards Association 12/1/2022-12/3/2022 Washington State School Directors Association 11/16/022-11/19/2022 California Coalition for Adequate School Housing 2/23/2022-2/25/2022 Washington Parks And Rec 4/13/2022 Washington Association of Maintenance and Operations Admins 10/6/2022 Oregon Athletic Directors Association TBD Texas High School Baseball Coaches Association 1/13/2022-1/15/2022 TASA Mid-Winter Conference 1/30/2022-2/1/2022 Texas Recreation & Parks Society 2/15/2022-2/18/2022 Texas Association of School Business Officials 3/1/2022-3/2/2022 Texas High School Athletic Directors Association 6/12/2022-6/15/2022 THSADA Golf Tournament Jun-22 Texas High School Coaches Association 7/16/2022-7/19/2022 Texas Association of School Admin/School Boards 9/23/2022-9/25/2022 Texas Municipal League 10/5/2022-10/7/2022 Mexican America School Board Association Deciding in Jan on date TASBO School Operations Conference 11/4/2022 TASBO Engagement Conference 3/1/2022 City of Palms Football Coaching Clinic 1/28/2022 DFW Coaching Clinic 1/28/2022 Alamo City Coaching Clinic 1/21/2022 Lone Star Coaching Clinic 2/11/2022 Piney Woods Football Clinic 1/14/2022 Mississippi Athletic Administration Association 1/11/2022-1/14/2022 Wisconsin Education Convention (WASB) 1/19/2022-1/20/2022 Illinois Association of Parks Districts 1/27/2022-1/28/2022 Wisconsin Athletic Directors Association 11/6/2022 Iowa Football Coaches Clinic 3/4/2022 Arkansas Athletic Directors Conference 3/9/2022 Arkansas Association of Educational Administrators 7/26/2022 Oklahoma Athletic Directors Conference Jun-22 Cooperative Council for Oklahoma School Administrators 6/7/2022-6/9/2022 Kansas School Board Association Nov 11-Nov 13 2022 United School Administrators - Kansas Annual Convention TBD Pennsylvania State Athletic Directors Association 3/16/2022 Ohio School Board Association 11/1/2021 Southern Association of Independent Schools 10/23/2021-10/25/2021 North Carolina School Boards Association 11/14/2022-11/16/2022 Florida Interscholastic Athletic Administrators Association 4/29/2022-5/2/2022 Florida Recreation & Parks Association 8/29/2022-8/30/2022 Maryland Rec and Parks 4/5/2022 Georgia Association of School Facilities 10/23/2022 Pennsylvania School Board Association 10/31/2022 Pennsylvania Athletic Directors Show 3/15/2022 WV AD Show 4/2/2022 Kentucky School Boards Association 2/25/2022-2/27/2022 Virginia Interscholastic Athletic Administrators Association 3/23/2022 - 3/26/2022 New Jersey League of Municipalities 11/15/2022	
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Hellas uses and will continue to use various marketing strategies to educate end users of our superior products, services and processes through various outlets such as the following: • A national salesforce all employed directly by Hellas ensuring a direct and clear message to our customers. • Print advertisements in publications. • Our various websites such www.hellasconstruction.com, www.matrix-turf.com, www.epiqtracks.com • Social media such as Facebook, LinkedIn, Instagram, and Twitter. • Through our partnerships with professional teams such as the Dallas Cowboys, Houston Texans, Miami Dolphins, Jacksonville Jaguars, and Las Vegas Raiders. • Customized marketing materials • Tradeshows • Press Releases	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We believe that Sourcewell's role is to market the quality and caliber of its vendors and promote itself as a cooperative agency that stands out among the rest. Hellas relies on Sourcewell to encourage purchasers especially at the State level to adopt Sourcewell's contracts. Hellas has successfully integrated our Sourcewell contract into our sales process which has been proven by the exponential growth of our current Sourcewell contract in recent years. Hellas will continue to lead with the cooperative contract option in our sales process.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have e-procurement capability; however, we are as accommodating as possible to our customers to ensure a seamless process. We have not been unable to "close a deal" for not offering e-procurement.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Post-Installation Support Our post-installation support and training is a standard feature offered by Hellas at no additional cost on the care and maintenance of our customer's athletic surfaces immediately following installation by our trained onsite personnel. Hellas also provides written Care & Maintenance Instructions during and at the close of a project. Please see our MAINTENANCE MANUALS document in the WARRANTIES AND MAINTENANCE zip file. After building a first-class sports venue, regular maintenance and cleaning will extend the lifespan and good looks of our surfaces. Hellas offers cleaning equipment, technicians, and education. Our line of maintenance solutions not only enhance, but guarantee every sports surface looks and feels new long after its completion. Customers have the option to purchase our maintenance services and/or cleaning equipment for future maintenance of their surfaces. Hellas crews will professionally groom and clean synthetic turf fields and running tracks once or twice per year through our CleanSweep® Turf Grooming Service and our epiQ TRACKS® Cleaning System. We also offer turf grooming equipment which grants our clients the ability to maintain their own playing surfaces should they so desire. Please see our Pricing Schedule under Table 12 for these options as well as the MAINTENANCE SERVICES document In the WARRANTIES AND MAINTENANCE zip file.	*
41	Describe any technological advances that your proposed products or services offer.	Hellas is always at the forefront in our industry looking for innovative ways to improve the environment and our products' safety, reliability, performance, and aesthetics. Our most recent new innovative offerings include: Clean O3 Covo Killer Turf Sanitation Service is designed to meet the demand of our customers as a result of the recent pandemic. Clean O3 by Hellas Construction is a field disinfection program that provides peace of mind to synthetic turf owners. In addition to effectively eliminating the Coronavirus, Clean O3 also eliminates MRSA, Salmonella, Noroviruses, and E. coli by applying Ozone to the surface. EcoNailer – Is an environmentally friendly nailer board used to secure the synthetic turf in place. Eco Nailer is 100% recycled plastic made from turf waste. Eco Nailer will not rot, mildew, decay, or warp, even under extreme freeze-thaw cycles and in wet climates. Eco Nailer has a 25-year warranty and will last two to three turf cycles. Hellas' developed our Helix feature for our Matrix® synthetic turf which has shape memory technology that is added during our manufacturing/extrusion process which makes each fiber curl. The curled monofilament fiber secures the infill which prevents migration and "splash out" and produces a uniform, aesthetically pleasing surface. Helix brings memory tenacity, similar to a muscle fiber, that allows the turf to bounce back after use. Matrix Turf with Helix has a unique shape and design that makes it the most resilient, stable and durable monofilament fiber in the market. We offer field cooling technology for very hot climates with a selection of infills such as: GeoPlus™ is a coconut and cork infill which was introduced several years ago and gained considerable momentum in the marketplace due to its surface cooling technology. This lead to other innovative infill options. Ecotherm™ infill is the newest innovation exclusive to Hellas. It's 100% recyclable and made from recycled vinyl TPU and cellulose fibers. The uniquely shaped granules pull moisture from the air to reduce field surface temperatures by as much as 20°, versus the surface temperature of a synthetic turf field with black crumb rubber. Please see PRODUCT INFORMATION document.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Hellas is the industry leader when it comes to protecting the environment. We believe the next generation of sports construction projects should leave a positive impact and not sacrifice ecological or social necessities. Our internal manufacturing of non-toxic polyurethanes are the foundation of our quality products. Hellas' products contain no heavy metals or toxins, providing "greener" running tracks and synthetic turf systems. Our court surfacing products test excellently in solar reflectivity. They are environmentally friendly latex and water-based acrylic coatings, suitable	

for all outdoor sports court surfaces.
We use eco-friendly, locally sourced, recycled materials and resources, from the concrete and asphalt for parking lots and sidewalks, to our synthetic turf infills and LED lighting systems. With our exclusive REALFILL™ infill system, as well as our epiQ Tracks® running systems, our projects result in more than 25 million tires recycled every year. Hellas offers our Geo Plus infill as an alternative, made from 100% plant-based, organic materials. This combination of carefully selected, specially treated, organic coconut fibers and cork ensure the highest level of sports performance, compared to the experience on a natural grass field, and with 90% less water usage.
We use EcoNailer nailer board which is an environmentally friendly nailer board used to secure the synthetic turf in place. Eco Nailer is 100% recycled plastic made from turf waste. Eco Nailer will not rot, mildew, decay, or warp, even under extreme freeze-thaw cycles and in wet climates. Eco Nailer has a 25-year warranty and will last two to three turf cycles.
Our effective drainage systems reduce runoff and control each project site's water balance, while our synthetic turf systems reduce water consumption for athletic and landscaping projects by up to 100%, saving millions of gallons of water every year. Hellas will use our expertise, products and technology, to help your project earn you points to become LEED certified.
Because Hellas is vertically integrated, we have the capability of meeting our client's product and construction requirements for LEED certification beyond the information provided below:

SUSTAINABLE SITES:
Construction Activity Pollution Prevention
Hellas reduces pollution from construction activities by controlling soil erosion, waterway sedimentation, and airborne dust by performing a SWPPP (Stormwater Pollution Prevention Plan).
Site Assessment
Before project design begins, Hellas evaluates sustainable options after performing a survey that provides information regarding topography, existing vegetation, and a geotechnical analysis on the project site's soil consistency. We then inform related decisions about the site design based on these findings.
Rainwater Management
Through our effective drainage system, we can reduce runoff and control the water balance of the site.
Heat Island Reduction
Hellas reduces heat islands and minimizes effects on human and wildlife habitats and micro-climates by testing excellently in solar reflectivity for TPS 5000 court surfacing products. Solar reflectivity is the ability of a material to reflect sunlight back into the atmosphere which reduces heat absorption from the sun.

WATER EFFICIENCY:
Outdoor Water Use Reduction
By using our synthetic turf systems, we can reduce outdoor water consumption for athletic and landscaping projects. Our patented Realfill system, containing recycled rubber and requires no irrigation.
Indoor Water Use Reduction
Hellas can reduce indoor water use by implementing low water consumption fixtures and fittings.

MATERIALS AND RESOURCES:
Building Life-Cycle Impact Reduction
Hellas can reuse products and materials including recycled rubber in synthetic turf infill and running tracks, while also recycling asphalt and concrete sidewalks, parking lots, etc.
Sourcing of Raw Materials
Locally sourced, reused, or recycled materials (drainstone, concrete, and asphalt, etc.) within a 100 mile radius of the project site can qualify a project to achieve LEED credits.
Material Ingredients
Hellas selects the best raw materials as ingredients for our products. These ingredients have an accepted methodology and are verified to minimize the use and generation of harmful substances.

PILOT CREDITS:
Walkable Project Site
Hellas' Design Department can incorporate sidewalks, walking trails, etc. to promote non-motorized transportation to the project site.
Prevention Through Design
Hellas' Safety Department promotes cost-effective employee safety and health throughout the building life-cycle by conducting mandatory safety meetings, forums, and evaluations to confirm compliance to all safety regulations.
Assessment and Planning for Resilience
Before a project is designed, our team communicates with the client to plan for potential impacts of natural disasters or disturbances of the project site. Please see Green Initiatives brochure within the MARKETING BROCHURES document located in the MARKETING PLAN zip file.

*

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Hellas has been able to assist customers with obtaining LEED certification. Please refer to response to number 42.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Hellas Construction, Inc. is not HUB, M-WBE, or SBE certified. However, we strive to utilize Minority, Woman and Disabled Veteran Owned Business Participation (MBE/DBE) suppliers and subcontractors local to the project when possible.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Hellas is unique as we place great value on the advancement of the skills and knowledge of our employees. We encourage continuing education by offering financial incentives to those that seek professional degrees and certifications in the fields of construction, design, project management and specifically sports field, running track and tennis court construction. Hellas has staff that includes engineers, architects, professional surveyors, project managers, and sports surface builders certified by the American Sports Builders Association. Please see uploaded document entitled “ASBA Certifications in the FINANCIAL STABILITY zip file. Hellas is also unique in that we are full service one stop shop solution to Sourcewell members for their athletic facility needs. Hellas can serve as a general contractor, manufacturer and installer of all our sports surfaces and related equipment and services to ensure a seamless experience from order to project completion. Sourcewell members will have a dedicated project manager who is the sole point of contact for any project-related issues. We not only offer the sports surfaces but any construction-related services including site clearing, site work, storm water pollution prevention, flatwork, asphalt work, drainage, fencing, and any other ancillary work relating to the sports surface desired by the Sourcewell member.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Hellas warrants parts and labor on our manufactured synthetic turf products, running track products and tennis courts. Hellas provides the industry standard on our warranties; although, historically our surfaces outlast the warranty periods if they are properly maintained. Hellas provides training and maintenance manuals upon completion of a project on proper care of our surfaces. Hellas’ warranty periods are as follows: Construction: One-year Synthetic Turf Surfaces: Eight years Running Track Surfaces: Five years for new polyurethane tracks. One year for polyurethane re-tops Three years for latex tracks Tennis court surface: One year Extended warranties are available. Please see Warranties provided under WARRANTIES folder.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranties expressly state any limitations of the warranty which are reasonable and standard in the industry.	*
48	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Yes.	*

49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Hellas can provide warranty repairs with Hellas certified employees anywhere in the U.S., but we have not established business operations in Canada. We have a streamlined Warranty Claim process in place. Hellas' policy is to respond to customer warranty issues between 24 and 48 hours of notification. Hellas has installation crews working on projects throughout the U.S. at any given time and can dispatch a crew immediately depending on the urgency of the claim, if we have crews working in the area, and if Owner can secure the area for our crews to perform the work. We work closely with the Owner to schedule the work once Hellas has received the information needed to assess the issue such as detailed photos from the Owner, we have verified the claim is within the warranty period and the Owner has made the premises available for our crews to mobilize and do the work. Hellas can perform repairs and warranty work at any time including after hours, weekends and holidays should the need arise at Owner's request. Our superintendents and crew foremen are equipped with cell phones, cameras and laptops enabling them to report progress in nearly real time if so requested. Hellas is always available to its customers with any questions regarding the maintenance of their surfaces by calling our corporate offices at (800) 233-5714 Monday through Friday, 7:30 am to 5:30 pm Central Time.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Hellas is a Sole Source of Responsibility vendor. Since Hellas manufactures and installs with our own employee crews, we are able to cover most warranty issues ourselves directly. We have a network of trusted equipment suppliers that work with us on hundreds of installations and value their relationship with Hellas. As such, should any issues arise with equipment supplied by these suppliers, the Sourcewell member should contact Hellas directly, and we will facilitate the repair or replacement of any defective equipment.	*
51	What are your proposed exchange and return programs and policies?	We want our customers to be 100% satisfied with their project. We work very closely with our customers through the submittal process wherein we provide detailed drawings, specifications, product samples and color samples for our customers to know exactly what they are being provided. We also walk through the completed project to ensure customer satisfaction and do not leave the site until this has been achieved. If a customer is unhappy with any athletic equipment or maintenance equipment, Hellas will make every effort to repair or exchange within a reasonable time after installation. We do not put a deadline on maintaining customer satisfaction. Replacement times for sports surfaces: As the manufacturer of our own sports surfaces, we are not affected by the potential delays that can be caused by having to order replacement materials from a third-party making our replacement times up to several days (or more) less than some competitors. The following are examples of replacement times once our crews are on site as each claim's severity will vary thus varying the replacement times. SYNTHETIC TURF SURFACE: We provide our customers with stock materials after our turf installation in case the turf is damaged or a section of the turf needs to be replaced for reasons other than defective turf material. The majority of Hellas' minor turf repairs have been completed within 1-2 days. Replacement of an entire field would take approximately 21 days. Please note, Hellas has never had a defective field replacement. TRACK SURFACE: The removal of an existing surface from an entire track oval takes approximately 2-3 days depending on the type of surface. For perspective, an entire new track surface on a 5200 SY track can be installed in 3-7 days depending on the track product. TENNIS SURFACE: 1 court – 2 days. 2 courts – 3 days. 8 courts – 9 days. Please note: Replacement times can be affected by weather, availability and security of the grounds to make the repairs and type of surface being repaired as installation times vary depending on the product.	*

52	Describe any service contract options for the items included in your proposal.	Hellas provides professional cleaning/grooming services for our synthetic turf and running track systems. These are more detailed in the brochures provided under the MAINTENANCE SERVICES folder and pricing is available in our price list.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30. Check, EFT, credit cards.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Hellas can provide captive partners for financing terms. Hellas is also willing to work with Sourcewell awarded financing vendors should the need arise. Please note, it is seldom that Hellas to be approached by a customer needing financing.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Hellas normally accepts our customer's form of contract or purchase order which will be reviewed by our Contract Management department. Occasionally, a customer will request that Hellas provide a draft contract. Hellas will use an A105 contract (American Institute of Architects) which is an industry accepted template and will work with the customer to reach agreeable terms.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Hellas does not currently offer this option and customers have not required it, but we are willing to look into this if it is beneficial to members.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Hellas is offering a minimum 2.5% line item discount off of our MSRP. Please see "Hellas Sourcewell Pricing Schedule."	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The minimum discount is 2.5%. Hellas typically and historically has offered Sourcewell members a discount exceeding the 2.5%.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Hellas does not have a set discount offered on volume since our projects are typically large-scale. Hellas will determine on a case-by case basis and will provide discounts when multiple surfaces/facilities are part of one contract.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	For products/materials and/or services requested or needed on a project that are incidental to the products and services we offer, Hellas will not exceed RS Means for the product/material and/or labor. For products/materials not available through RS Means, Hellas will procure these items at cost plus a percentage to the customer not to exceed 20%.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items such as site visits or inspections are all part of the sales process, and Hellas does not charge for this. Our Sourcewell pricing includes installation unless expressly stated otherwise. Training on the maintenance of the surface is included and is done at the conclusion of the project. Our pricing does not include shipping, taxes, prevailing wages or bonds. These are pass throughs to the customer.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All Hellas manufactured turf materials are shipped from Chatsworth, GA to the job site. Shipping costs for each turf project are charged per full truck load (FTL)or less than truck load (LTL) and are invoiced to Hellas. We pass this invoiced amount to the customer without markup. All track surfacing materials are shipped from point of origin to the job site in full truck load (FTL) or less than truck load (LTL) and shipping costs are invoiced to Hellas. We pass this invoiced amount to the customer.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same as prior response.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Ruth Hawley is our designated person responsible for Sourcewell reporting and transmittal of administrative fees. Hellas has historically reported and transmitted fees timely. Our Sourcewell pricing is managed by our VP of Estimating and Director of Estimating and is provided to each member of our team of estimators for reference and compliance when preparing a Sourcewell proposal.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Ruth Hawley is our dedicated and designated person at Hellas that tracks all of our Sourcewell sales, keeps in regular contact with Nick Trout, our Sourcewell contract manager, ensures our sales team is notified and encouraged to attend Creating Success with Sourcewell webinars and local Sourcewell University offerings.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Hellas' administrative fee has been 1% historically, and we would like to continue with the fee which improves our competitiveness as our average contract is approximately in the six figure range.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Hellas is offering the manufacture, design and installation of our sports playing surfaces to include synthetic turf, running tracks and courts. Our market leading brands manufactured by Hellas are: • Matrix Synthetic Turf • Velocity Synthetic Turf • Fusion Synthetic Turf • epiQ Tracks Surfaces • TPS 5000 Tennis Court Surfacing Product literature for these products is provided in the PRODUCT INFORMATION folder. Hellas provides: • Installation of these surfaces which may include full construction not just the surface. • Professional maintenance of those surfaces. • Equipment ancillary to the playing surfaces • Maintenance equipment. • Design of the surfaces and facilities Please refer to our price sheets which are broken out by category (Turf, Track and Tennis), and lists each specific product that falls under each category. For products/materials and/or services requested or needed on a project that are incidental to the products and services we offer, Hellas will not exceed RS Means for the product/material and/or labor. For products/materials not available through RS Means, Hellas will procure these items at cost plus a percentage to the customer not to exceed 20%.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see our uploaded Sourcewell Pricing Schedule under Table 12.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Indoor and outdoor athletic and recreational artificial turf and running track surfaces and sub-surfaces	(•) Yes ( ) No	Hellas offers a complete line of artificial turf and running track systems manufactured by Hellas. Hellas also has the in-house personnel and equipment to not only offer the surfaces but any required sub-surface work such as site work and drainage.	*
72	Equipment, options, accessories, technology, materials, and supplies complementary or incidental to the purchase of a turnkey or complete solution of the types described in Line 71 above	(•) Yes ( ) No	Hellas offers all of the equipment and accessories necessary for a full turnkey installation of fields, running tracks and courts ready for play.	*
73	Services related to the offering of the solutions described in Lines 71 and 72 above, including installation, removal, disposal, refurbishment, inspection, repair, maintenance, training, and support	(•) Yes ( ) No	Hellas employs the skilled personnel used to remove and dispose of any existing surfaces that need replacement, to install the new surfaces and to train our customers on the use and maintenance of their new playing surface. Hellas is a one-stop shop turnkey solution.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
74	Describe any unique advantage your product offers in relation to design, manufacturing, performance, maintenance, and product longevity.	Hellas is a full service provider of synthetic turf fields, running tracks, tennis courts and the facilities that house them. We are unique as we manufacture the fiber and polyurethane that go into our synthetic turf and running track systems which we install using our own trained personnel. We are able to ensure quality control of our products and installation from start to finish. By controlling our entire supply chain starting with manufacturing, Hellas can guarantee quality and peace of mind when it comes to your project. Hellas' products start with high-performance, raw materials utilizing our newest proprietary formulas. All of our products are made in America. Hellas Polymers, LLC: At Hellas Polymers, we manufacture polyurethanes for the backing for our synthetic turf systems, our running track binder and acrylics for our court surfacing systems. We have a dedicated quality control lab that ensures all polyurethane products pass our quality and durability test. Hellas Polymers ensures on-time production and direct distribution to every one of our projects. Our Eco-Manufacturing Process (EMP) was developed in-house to make our Polymers a market leader in the green manufacture of polyurethane products. Hellas specializes in providing superior manufacturing methods while using greener technologies to create an incomparable product, sustainably from our plant. Our Polymers are derived from non-petroleum based materials producing the most eco-friendly components. We directly ship our polyurethane coating materials to Hellas Textiles, LLC. Hellas Fibers, LLC: At Hellas Fibers, we begin the process by producing our synthetic yarn using one of the best resins available in the market today. We understand that optimizing the process is the key to produce the best possible yarn. Our manufacturing crews, who have over 40 years of experience in the industry, will make sure that every stage of the line production meets all critical criterion (i.e. melting point, water & oven temperature, lubricants etc.) to ensure accurate levels. Our quality control crew checks the yarn not only at regular intervals but also at random intervals ensuring the yarn quality be maintained throughout the process. As a result, by using the best resins with higher carbon bonding and a balanced optimization process, we produce the best yarn in the industry. Our products offer:	*

- Resiliency
- Increased softness
- Lower shrinkage
- Durability
- UV stability
- Higher resistance to tear and embrittlement.

Our experienced fiber extrusion team skillfully handles every strand of fiber that goes into our turf. Hellas Fibers is the starting point of every one of the thousands of fields installed around the country. Our equipment, machinery, and experience ensure our clients receive the highest quality of turf customized to fit each unique specification.

We then ship the yarn to Hellas Textiles for tufting.

Hellas Textiles, LLC:
Once the yarn is received at Hellas Textiles, we begin the tufting process by using high quality, custom made tufting machines. Unlike other turf products, we use an additional layer of backing to provide more strength for the tuft binding. A stronger tuft bind creates a stronger, more durable turf making it ideal for increased utilization for many years. Once tufting is completed, the turf roll is sent to be coated with the polyurethanes manufactured by Hellas Polymers. Our service provider does this task for us with over 40 years of experience. Our employees observe the coating process and make sure that it is performed to our specifications throughout the process. The finalized turf roll gets a final wrap with the Hellas logo and is shipped onsite to the client by our trucking company who has been in business with us since our inception.

Our systems are more than just turf. Hellas Textiles houses the machinery and staff expertise required to tuft the turf. Hellas possesses the best technology and experience to manufacture the finest synthetic turf systems in the country. Hellas Textiles manages everything from turf inspection and yarn quality testing through tufting, coating, and delivery of the synthetic turf systems.

At Hellas, we are involved in our product every step of the way from yarn production to complete installation and after sale services and maintenance. We pride ourselves in being the one-stop-shop for sports construction from start to finish.

75	Describe any sustainability design features your product offers.	Hellas is on a mission — a mission to make a difference not only for the world today, but for generations to come. The leader in sports construction and athletic surfaces, Hellas has regularly attends Green Sports Alliance Summit to continue our green initiatives and education on green practices and technologies. The event is the world's largest and most influential conference for the world of sports to discuss ideas and practices of sustainability and advancements in the field. Hellas has always practiced using eco-friendly, locally sourced, and recycled materials and resources in order to reduce the carbon footprint. To provide the best sports surfaces and athletic facilities, Hellas continues to research and develop new technology to make products and practices greener. Hellas was the first major U.S. turf manufacturer to remove isocyanate and solvents out of the synthetic turf field installation process. In-house chemists and internal manufacturing of non-toxic polyurethanes are the foundation of quality products for top-notch sports facilities. Hellas' products contain no heavy metals or toxins, providing environmentally friendly running tracks, synthetic turf systems, and water-based acrylic court surfaces. Before project design begins, Hellas evaluates sustainable options after performing a survey that provides information regarding topography, existing vegetation, and a geotechnical analysis on the project site's soil consistency. Once construction begins, Hellas maintains a sustainable project site by reducing pollution from construction activities through controlled soil erosion, waterway sedimentation, and airborne dust by performing a Stormwater Pollution Prevention Plan (SWPPP). Effective and planned drainage systems aid in reducing runoff and maintaining a controlled water balance on the job site. Through the exclusive Realfill™ synthetic turf infill and epiQ Tracks® all-weather running track surfaces, over 25 million tires are recycled every year, reducing the build-up in landfills. In addition to the use of these recycled products, a client can upgrade their synthetic turf system to our various organic infills. our synthetic turf systems reduce outdoor water consumption for athletic and landscaping projects. Realfill infill requires no irrigation, while the all-organic GeoPlus infill, composed of coconut fibers and cork, reduces water consumption by up to 90% From raw materials to installation, our products are engineered through a non-toxic, eco-friendly process. Hellas prides itself in being a socially responsible player in the sports construction industry, by using our capability and knowledge to meet client's product and construction requirements for LEED certification.
76	Describe the installation process and how it is managed from product order to completion.	Once Hellas has received a Letter of Intent, purchase order or signed contract from the project Owner, Hellas ensures the project is placed on our schedule to ensure project completion as required by the Owner. Hellas self-performs most of the work on our projects since we employ the personnel and own over 1,000 pieces of construction equipment. As such, we are able to seamlessly provide services at an accelerated rate that would otherwise need to be scheduled with third parties. Hellas provides all of the following pre-construction and construction services with its own personnel and equipment: • Site Evaluation and Assessment • Design & Engineering • Drainage • Soil Stabilization • Laser Grading • Surveying Project Team In the breakdown of the project responsibilities, Hellas will be responsible for coordinating with Owner to produce final construction documents, obtain permits, manage scheduling, perform all construction and manage overall coordination of the differing construction disciplines. Project Approach Hellas is a team-oriented, results-based company that implements these concepts from project inception to produce the highest quality sports venues. During the design phase, Hellas will work with the Owner and the owner's design professional to produce final project construction documents and drawings consistent with the Owner's project scope, budget and vision. This will include: • Coordination with the Owner during design development and construction; • Assurance of compliance with all bond and insurance requirements

required by law and/ or Owner;
- Coordination and cooperation with local entities as necessary;
- Assurance of compliance with all applicable codes and regulations;
- Production, analysis and incorporation of geotechnical report into project design;
- Determine and document the location of all existing utilities on the project site and incorporate protection and/or relocation into design documentation;
- Incorporate all tasks, conditions and details, as enumerated in the provided drawings, if any, and Owner's instruction;
- Develop project specifications that are in keeping with the Owner's budget requirements of the project;
- Work with the Owner and analyze value engineering options to assure the design will comply with the Owner's requirements and project budget;
- Provide the Owner with a final construction schedule; and
- Present the Owner with completed design drawings and documentation for approval and permitting.

Once drawing and design approval is provided by the Owner, Hellas will obtain any permits necessary for construction and begin to assemble submittals for review and approval by the Owner.

Construction Processes
After permits have been obtained by Hellas, we will provide site surveying and layout of the proposed facility including detailed drawings. All construction haul routes will be marked and maintained throughout the project duration. Project access will be established and mobilization operations will begin. Site equipment and materials will be delivered and stockpiled at an agreed-upon lay down site area.

Testing of soils compaction and concrete breaking strengths will be provided by an independent testing company approved by the Owner.

Project Management
Hellas has a proven method of project management, safety procedures and quality control which we use on every project and jobsite. We install hundreds of projects every year since 2004 and have mastered the management of sports facility surfaces construction.

Hellas will assign a full time Project Manager to the project to manage all aspects of materials procurement, delivery, schedule compliance, cost control and communication with all parties including the Owner, designers, suppliers and subcontractors. The Project Manager will review the project weekly with our project team and the Owner's representatives. The Project Manager will also adjust all project resources to assure compliance with project schedule, adding resources as necessary to keep the project on schedule.

Subcontractor Coordination
Although Hellas self-performs the majority of our work, there are times when subcontractors may be needed. Hellas adheres to a rigorous selection criteria for choosing its subcontractors. Our subcontractors are closely managed by our Project Manager to ensure subcontractors adhere to the conditions of Hellas' prime contract, Sourcewell contract and project specifications. This also helps in maintaining control of the delivery of supplies and services as well as payment procedures. Our Site Superintendents also review the subcontractor's scope of work prior to their commencement of work and supervise and inspect the work on the jobsite.

Submittals
Hellas will oversee the production and review of all shop drawings, specifications, materials lists, brochures and material samples prior to submission to the Owner and the Owner's representatives for the final review/approval process for all construction phases of the projects.

Close Out Procedures
At substantial completion of the project, Hellas will perform a walk-through with the Owner to inspect the work and determine if any items remain outstanding. The Owner and Hellas will compose a "punch list" of pending items, if any. Hellas will complete any items and/or correct any deficiencies as listed. Hellas will complete the pending items expeditiously, and after corrective actions have been completed, Hellas will then request a review of the remaining items by owner.
Our Project Manager will prepare certificates of substantial and final completion, assemble all warranties, operational manuals/instructions, start

		up and commissioning for all building facilities and systems and as-built drawings; forward to the Owner certifying that all items are complete. We will strive to have completed the project to the Owner's complete satisfaction.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Hellas Pricelist Sourcewell RFP 031622.pdf - Tuesday March 15, 2022 18:06:21
- Financial Strength and Stability - Financial Stability.zip - Tuesday March 15, 2022 14:58:31
- Marketing Plan/Samples - Marketing Plan.zip - Tuesday March 15, 2022 15:00:20
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranties and Maintenance.zip - Tuesday March 15, 2022 18:39:10
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Product Information.zip - Tuesday March 15, 2022 15:05:46

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Saulo Hernandez, Director of Estimating, Hellas Construction, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Artificial_Turf_RFP_031622 Tue March 8 2022 04:36 PM	☑	2

Hellas Construction #031622-HLC

Pricing for contract #031622-HLC offers Sourcewell participating agencies the following discount:

- 2.5% discount off list price

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2023**. 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.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are 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 a vendor exists. *Id.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Quantico Tactical Inc for 100 Aimpoint patrol rifle optics for MPD.
General fund.

Amount of Contract:

$44,172.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230615 Quantico Agenda Package POs	Cover Memo	6/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/15/2023 - 2:42 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
10847	2023	(1530) POLICE ADMIN SERVICES	100 AIMPOINT PATROL RIFLE OPTICS FOR MPD (GSA CONTRACT)	$44,172.00	(297215) QUANTICO TACTICAL INC

Adopted:

_____
City Clerk

Bill To	Requisition 00010847-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
QUANTICO TACTICAL	POLICE HEADQUARTERS
9796 ABERDEEN RD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
ABERDEEN, NC 28315-0000	
UNITED STATES	
Tel#9109445800	Delivery Reference
	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/23	297215				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER GSA CONTRACT #GS-07F-5802P AND YOUR QUOTE			
001	AIMPOINT PATROL RIFLE OPTIC (PRO)	100.00	441.72000	44172.00
	RED DOT REFLEX SIGHT-QRP2 MOUNT	EACH		
	(ITEM 12841-AIMPOINT.US			
	Additional Description Notes			
	VENDOR TO SUPPLY AIMPOINT PATROL RIFLE OPTIC (PRO)			
1	1000.30.15.1530.1542.1530.0000.0000.44020.			44172.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 44172.00

Bill To	Requisition 00010847-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
QUANTICO TACTICAL	POLICE HEADQUARTERS
9796 ABERDEEN RD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
ABERDEEN, NC 28315-0000	
UNITED STATES	
Tel#9109445800	Delivery Reference
	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/23	297215				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.44020.	44172.00	3884260.03
SUPPORT SERVICE DIV EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	06/10/23	SANDRA LEWIS	GL Allocation changed
Unknown	06/10/23	SANDRA LEWIS	
Approved	06/10/23	DONALD ROSE	Auto approved by: 910518227
Approved	06/10/23	SANDRA LEWIS	
Approved	06/10/23	JOHN PAINE	Auto approved by: 910518227
Approved	06/10/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!,* a menu-driven database system. The INTERNET address for GSA *Advantage!* is http://www.gsaadvantage.gov

SCHEDULE TITLE: MAS - Multiple Award Schedule - Available offerings include commercial goods and services organized by 12 Large Categories, corresponding Subcategories, and SINs.

FSC Group 84: Law Enforcement & Security Equipment

CONTRACT NUMBER: GS-07F-5802P

CONTRACT PERIOD: 06/01/2019 – 05/31/2024

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

CONTRACTOR: David Hensley
Quantico Tactical
9796 Aberdeen Rd
Aberdeen, NC 28315
Phone: 910.944.5800
Fax: 888.554.8812
http://www.quanticotactical.com

CONTRACTOR'S ADMINISTRATION SOURCE: David Hensley, GovtOps@QuanticoTactical.com

BUSINESS SIZE: Small

SOCIOECONOMIC INDICATORS: Veteran Owned Small Business, Service-Disabled Veteran Owned Small Business

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
3152	All types of clothing, such as work suits, coats, hoods, gloves, reflective clothing Law
332999	Enforcement Personal Equipment
334220	Surveillance Systems, Wearable Body Cameras, and Vehicular Video

336611	Marine Craft Repairing
339113PA	Protective apparel, including firefighting suits and accessories, body armor, head protection
339920	Target Systems/Target Range Accessories
336320	Vehicle Signal and Restraint System

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

See Product Pricing

1c. HOURLY RATES: N/A

2. MAXIMUM ORDER*:

SIN	Maximum Order per SIN/per order
3152	$250,000
332999	$250,000
334220	$250,000
336611	$350,000
339113PA	$250,000
339920	$250,000
336320	$250,000

*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

3. MINIMUM ORDER: $100 for brands Covert Threads and Photon; all other brands: None

4. GEOGRAPHIC COVERAGE: Domestic, 50 states, Washington DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities or give details as negotiated

5. POINT(S) OF PRODUCTION: Various – All items Trade Act Agreement Compliant

6. DISCOUNT FROM LIST PRICES: GSA Net Prices are shown on the attached GSA Price List. Negotiated discount has been deducted and the IFF has been included.

7. QUANTITY DISCOUNT(S): For Covert Threads brand: 30%, 101-1000; 35%, 1001+; all other brands, None

8. PROMPT PAYMENT TERMS: Net 30 Days

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold.

10. FOREIGN ITEMS: Bangladesh, Canada, France, Germany, Great Britain, Japan, Italy, Mexico, Taiwan, Korea, Spain, Sweden

11a. TIME OF DELIVERY: 14-60 DARO

11b. EXPEDITED DELIVERY: None-15 DARO

11c. OVERNIGHT AND 2-DAY DELIVERY: Consult with Contractor

11d. URGENT REQUIRMENTS: Consult with Contractor

12. FOB POINT: Origin for 426 SINs; Destination for 633 SINs

13a. ORDERING ADDRESS: Same as contractor's address

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. PAYMENT ADDRESS: Same as contractor's address

15. WARRANTY PROVISION: Standard Commercial Warranty

16. EXPORT PACKING CHARGES: N/A

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: None

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for EIT, as applicable: N/A

25. DUNS NUMBER: 080991717

26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE: Contractor is registered.

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor Stimpson and Councilmember Small

Purpose and Scope of Project:

To Authorize a Joint Budget Transfer of $45,500.00 from Capital C0049 to G-ACAMP-23 for a ADCNR Coastal Area Management Program Grant

Funding Source

Project # C0049 Engineering, ROW and Testing **Discretionary Funds**

Project String 20002000.94070 **Contract Number:**

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

Grant Funds **Matching Funds** $45,500.00

ATTACHMENTS:

Description	Type	Upload Date
Joint Budget Transfer Resolution	Cover Memo	6/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	6/15/2023 - 8:45 AM
Capital	Rhodes, Brenda	Approved	6/15/2023 - 10:19 AM
Legal	Kern, Chris	Approved	6/15/2023 - 1:48 PM
Mayors Office	Montgomery, Brandi	Approved	6/15/2023 - 2:44 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $45,500.00 be transferred from capital improvement project C0049 (20002000.94070) Engineering, ROW, and Testing to Project G-ACAMP23 (50005000.93030). These funds will be reallocated and used as match for the Alabama Department of Conservation and Natural Resources (ADCNR) Coastal Area Management Program Grant.

Adopted:

_____

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 6/12/2023

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: 3

REQUEST: Please transfer $ 45,500.00

FROM CAPITAL PROJECT#: C0049 (20002000.94070)

CAPITAL PROJECT NAME: Engineering, ROW, & Testing

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-ACAMP23 (50005000.93030

PROJECT NAME: FY23 Alabama Coastal Area Management.

ACCT PROJECT STRING#: G-ACAMP23.MATCHINGGR

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, William Carroll, C J Small, Ben Reynolds, Joel Daves, District 6, and Gina Gregory.

Purpose and Scope of Project:

Parking lot resurfacing and spot street repairs.

Amount of Contract:

$1,111,786.10

Funding Source

Project # C0758 **Discretionary Funds**

Project String 2000200048010 **Contract Number:**4491

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	6/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	6/12/2023 - 12:02 PM
Capital	Rhodes, Brenda	Rejected	6/12/2023 - 3:46 PM
Engineering	Amberger, Nick	Approved	6/13/2023 - 8:15 AM
Capital	Rhodes, Brenda	Approved	6/13/2023 - 11:16 AM
Legal	Kern, Chris	Approved	6/14/2023 - 4:21 PM

Mayors Office	Montgomery, Brandi	Approved	6/15/2023 - 2:44 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: City Wide Facility Parking Lot Resurfacing and Spot Street Repair
COM Project: 2023-3005-10
PROJECT #: C0758 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Parking lot resurfacing and spot street repairs

CONTRACT AMOUNT: $1,111,786.10

VENDOR NAME: Bay Area Contracting, Inc.

VENDOR NUMBER: 296512

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? YX__ 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: Jessica White **Date** 6/12/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C. J. Small, Ben Reynolds, Joel Daves, District 6, and Gina Gregory

WHEREAS, bids for parking lot resurfacing and spot street repairs for districts 1,2,3,4,5,6 and 7 were received and opened on May 17, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Bay Area Contracting, Inc., in the amount of $1,111,786.10.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Bay Area Contracting, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: Bay Area Contracting, Inc.

Project Name: City Wide Facility Parking Lot Resurfacing and Spot Street Repair (D#1-7)

Project Number: 2023-3005-10

Amount: $1,111,786.10

Adopted:

_____

City Clerk

(4)

MOBILE
ALABAMA

CITY WIDE FACILITY PARKING LOT RESURFACING AND SPOT STREET REPAIRS

PROJECT NO. 2023-3005-10

BID DATE – MAY 17, 2023

CITY WIDE FACILITY PARKING LOT RESURFACING AND SPOT STREET REPAIRS

CITY OF MOBILE PROJECT NO. 2023-3005-10
BID DATE: MAY 17, 2023
ADDENDUM NO. 1
ISSUED: May 12, 2023

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

1. **Bid Proposal Excel Form –** Print and insert completed bid forms into the contract.
2. Sweeping of parking lots is a subsidiary obligation to asphalt pay items.
3. Contractor shall provide a schedule to City Engineer, will need to provide two week notification prior to mobilizing to any of the parking lot sites.
4. **Time Restrictions for Sites:**
    a. 651 Church St Parking Lot – weekends only, Friday 6:00 pm to Monday 6:00 am.
    b. 1900 Hurtel St – weekends only, Friday 6:00 pm to Monday 6:00 am.
    c. 3614 Old Shell Rd
        i. June 1st through August 4th: Weekdays 8:30 am – 4:00 pm
        ii. After August 4th: Weekdays 8:30 am – 2:00 pm on school days
        iii. Weeknights: 6:00 pm – 6:00 am
        iv. Weekends: 6:00 pm – 6:00 am
    d. Noel Ave
        i. After August 4th: Weekdays 8:30 am – 2:00 pm on school days
        ii. No time restrictions outside of school days
5. **Multiple Mobilizations Required:**
    a. 1900 Hurtel St – parking lot resurfacing to be performed in stages on different days
    b. 745 South Broad St – parking lot resurfacing to be performed in stages on different days

We, as duly authorized representatives of Bay Area Contracting, Inc. (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.

Lott H. Brigham
Signature

5/12/2023
Date

Lott H Brigham
Printed Name

CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.

CONTENTS

Advertisement for Bids I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII

Articles of Agreement IX

Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Geotechnical Reports and/or Mix Designs ..... Attachment F

Tax Exemption ..... Attachment G

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, MAY 17, 2023 and then publicly opened and read in the City Engineering Department, 3rd Floor, South Tower, Room 357 for constructing:

Project No:	2023-3005-10
Project:	CITY WIDE FACILITY PARKING LOT RESURFACING AND SPOT STREET REPAIRS
Project Description:	Road and Drainage Repairs

Plans and contract documents may be inspected and obtained from the City of Mobile Engineering Department upon payment of twenty-five dollars ($25.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on May 15, 2023.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on May 10, 2023 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of- Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a

reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the City Wide Facility Parking Lot Resurfacing and Spot Street Repairs and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **CITY WIDE FACILITY PARKING LOT RESURFACING AND SPOT STREET REPAIRS**, City of Mobile Project No. **2023-3005-10**, in the City of Mobile, Alabama".

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **CITY WIDE FACILITY PARKING LOT RESURFACING AND SPOT STREET REPAIRS**, City of Mobile Project No. **2023-3005-10**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 5/17/2023

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

City Wide Facility Parking Lot Resurfacing and Spot Street Repairs: CITY WIDE FACILITY PARKING LOT RESURFACING AND SPOT STREET REPAIRS
Project No: 2023-3005-10
Project Description: Street resurfacing and related work
Major work items include: Resurfacing

The Bidder further agrees to construct the improvements in **120** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on May 15, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

City of Mobile Facilities Resurfacing and Spot Street Repairs

BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206C010	84	SY	REMOVING CONCRETE DRIVEWAY (INCLUDING SAW CUTTING)	Fifty Dollars and No Cents	$50.00	$4,200.00
206D003	8	LF	REMOVING CURB AND GUTTER (INCLUDING SAW CUTTING)	Forty Dollars and No Cents	$40.00	$320.00
206D005	152	LF	REMOVING GUTTER (INCLUDING SAW CUTTING)	Forty Five Dollars and No Cents	$45.00	$6,840.00
210A000	37	CY	UNCLASSIFIED EXCAVATION (INCLUDING SAW CUTTING)	Fifteen Dollars and No Cents	$15.00	$555.00
210D000	19	CY	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2 OR BETTER)	Fifteen Dollars and No Cents	$15.00	$285.00
301A000	47	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Twenty Seven Dollars and No Cents	$27.00	$1,269.00
408A052	10162	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	Six Dollars and No Cents	$6.00	$60,972.00
429A000	313	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (165 LBS/SY)	One Hundred Thirty Four Dollars and No Cents	$134.00	$41,942.00
429A001	11	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (220 LBS/SY)	One Hundred Thirty Four Dollars and No Cents	$134.00	$1,474.00
429A002	187	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING OR LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	One Hundred Thirty Four Dollars and No Cents	$134.00	$25,058.00
429A100	3588	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (150 LBS/SY)	One Hundred Thirty Four Dollars and No Cents	$134.00	$480,792.00
429B000	14	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (330 LBS/SY)	One Hundred Thirty Four Dollars and No Cents	$134.00	$1,876.00
600A000	1	LS	MOBILIZATION	Forty Thousand Dollars and No Cents	$40,000.00	$40,000.00
618B000	84	SY	CONCRETE DRIVEWAY (MATCH EXISTING)- INCLUDING REINFORCEMENT& SAW CUTTING	One Hundred Fifty Dollars and No Cents	$150.00	$12,600.00
623A000	180	LF	CONCRETE GUTTER (INCLUDING SAW CUTTING)	One Hundred Dollars and No Cents	$100.00	$18,000.00
623C000	8	LF	COMBINATION CURB AND GUTTER (INCLUDING SAW CUTTING)	One Hundred Fifteen Dollars and No Cents	$115.00	$920.00
627D000	96	EACH	REMOVAL OF EXISTING AND REPLACEMENT WITH NEW PRECAST CONCRETE PARKING BUMPER CURB (MATCH EXISTING MATERIAL, SIZE, SHAPE)	One Hundred Thirty Dollars and No Cents	$130.00	$12,480.00
650A000	1	CY	TOPSOIL	Ten Dollars and No Cents	$10.00	$10.00
654A000	10	SY	SOLID SODDING (MATCH EXISTING)	Nine Dollars and No Cents	$9.00	$90.00
665G000	230	EA	SAND BAGS	Three Dollars and No Cents	$3.00	$690.00
665P005	2	EA	INLET PROTECTION, STAGE 3 OR 4	One Hundred Dollars and No Cents	$100.00	$200.00
665Q002	475	LF	WATTLE	Three Dollars and No Cents	$3.00	$1,425.00
674A000	230	LF	CONSTRUCTION SAFETY FENCE	Five Dollars and No Cents	$5.00	$1,150.00
701A227	140	LF	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Two Dollars and No Cents	$2.00	$280.00

BASE BID (CONTINUED)

701A228	11225	LF	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (4" WIDE)	Two Dollars and Fifty Cents	$2.50	$28,062.50
701A229	1562	LF	SOLID HANDICAP BLUE, CLASS 2, TYPE A TRAFFIC STRIPE (4" WIDE)	Six Dollars and Fifty Cents	$6.50	$10,153.00
701A230	150	LF	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Two Dollars and No Cents	$2.00	$300.00
701A239	10	LF	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	No Dollars and Fifty Cents	$0.50	$5.00
701C000	10	LF	BROKEN TEMPORARY TRAFFIC STRIPE	No Dollars and One Cent	$0.01	$0.10
701C001	290	LF	SOLID TEMPORARY TRAFFIC STRIPE	No Dollars and Twenty Five Cents	$0.25	$72.50
703A002	124	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	Fifteen Dollars and No Cents	$15.00	$1,860.00
703D001	124	SF	TEMPORARY TRAFFIC CONTROL MARKINGS	One Dollar and No Cents	$1.00	$124.00
730C000	1	LS	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL	Fourteen Thousand Three Hundred Dollars and No Cents	$14,300.00	$14,300.00
730H000	7	LF	LOOP WIRE (FOR VEHICLE GATES)	Five Hundred Dollars and No Cents	$500.00	$3,500.00
999X-000	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Ten Thousand Dollars and Zero Cents per LUMP SUM	$10,000.00	$10,000.00
			TOTAL BASE BID	Seven Hundred Eighty One Thousand Eight Hundred Five Dollars and Ten Cents	**$781,805.10**	

ADDITIVE BID (ADDITIONAL CITY PARKING LOT RESURFACING)

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
408A052	4810	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	Seven Dollars and No Cents	$7.00	$33,670.00
429A002	115	TON	SUPERPAVE BITUMINOUS WEARING SURFACE LAYER, PATCHING OR LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	One Hundred Thirty Four Dollars and No Cents	$134.00	$15,410.00
429A100	1764	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (150 LBS/SY)	One Hundred Thirty Four Dollars and No Cents	$134.00	$236,376.00
600A000	1	LS	MOBILIZATION	Twenty Thousand Dollars and No Cents	$20,000.00	$20,000.00
665G000	70	EA	SAND BAGS	Three Dollars and No Cents	$3.00	$210.00
665Q002	140	LF	WATTLE	Three Dollars and No Cents	$3.00	$420.00
701A228	6070	LF	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (4" WIDE)	Two Dollars and Fifty Cents	$2.50	$15,175.00
701A229	880	LF	SOLID HANDICAP BLUE, CLASS 2, TYPE A TRAFFIC STRIPE (4" WIDE)	Six Dollars and Fifty Cents	$6.50	$5,720.00
730C000	1	LS	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL	Three Thousand Dollars and No Cents	$3,000.00	$3,000.00
			TOTAL ADDITIVE BID	Three Hundred Twenty Nine Thousand Nine Hundred Eighty One Dollars and No Cents	**$329,981.00**	

BID SUMMARY

	WRITTEN IN WORDS	NUMERICAL BID AMOUNT
TOTAL BASE BID	Seven Hundred Eighty One Thousand Eight Hundred Five Dollars and Ten Cents	$781,805.10
TOTAL ADDITIVE BID	Three Hundred Twenty Nine Thousand Nine Hundred Eighty One Dollars and No Cents	$329,981.00
TOTAL BASE BID + ADDITIVE BID	One Million One Hundred Eleven Thousand Seven Hundred Eighty Six Dollars and Ten Cents	$1,111,786.10

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY ___Bay Area Contracting, Inc._____

SIGNATURE John Meacham

DATE 5/17/2023

Base Bid

BASE BID Total (All items listed in Proposal) 781,805.10

BID ALT Total (All items listed in Proposal) 329,981.00

BASE + BID ALT (All items listed in Proposal) 1,111,786.10

Written in words One million One hundred eleven thousand Seven hundred eight six dollars and ten cents

Number of working days to complete 80

Signature of Bidder John Meacham
(If a firm or individual)

Address of Bidder PO Box 8312
Mobile, AL 36689

By _____

Signature of Bidder _____
(If a Corporation)

By John Meacham
President

Business Address 3200 Anton Street
Mobile, AL 36612

_____
Print

Business Address _____

_____
Secretary

_____
Print

Business Address _____

_____
Treasurer

_____
Print

CI
(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: Beverly Collins
Secretary

23380
State License Number

Corporate Seal SEAL

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Bay Area Contracting, Inc.
(Name of Contractor)
P. O. Box 8312, Mobile, AL 36689
(Address)
as Principal, and MERCHANTS NATIONAL BONDING, INC.
(Name of Surety)
P. O. Box 14498, Des Moines, IA 50306
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **CITY WIDE FACILITY PARKING LOT RESURFACING AND SPOT STREET REPAIRS, City of Mobile Project No. *2023-3005-10.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void: otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10.000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered May 17, 2023 (Date)

Bay Area Contracting, Inc. (Contracting Firm)

Witness as to Principal By: John Meacham (SEAL)

Merchants National Bonding, Inc. (Name of Surety)

COUNTERSIGNED: Erling Riis

Alabama Resident Agent By Erling Riis, III, Attorney-in-Fact

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charlene C Stout; Erling Riis III; Gaylord C Lyon Jr; J William Goodloe III; Joanna L Brinson; Nina Jacobs; O M Otts IV; Rebecca Ward; Roland G Fry Jr; W E Cadden

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of May , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Bay Area Contracting, Inc. as Principal and Merchants National Bonding, Inc. as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Million One Hundred Eleven Thousand Seven Hundred Eighty Six & 10/100 Dollars ($ 1,111,786.10) lawful money of the United States, for the payment of which sum 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 _____, 20____ (hereinafter called the Contract) for City Wide Facility Parking Lot Resurfacing & Spot Street Repairs, Project No. 2023-3005-10 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, 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 addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation 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 projection 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 CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or 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 the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services 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.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under 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 one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

Bay Area Contracting, Inc.
(Corporate Name)

BY: John Meacham
(Signature)

ATTEST:
Beverly Collin
(Signature)

John Meacham
(Print)

Beverly Collins (Print)

ITS: President
(Title)

ITS: Office Manager

Merchants National Bonding, Inc.
(Surety sign here) (Corporate name)

BY: Erling Riis
(Signature)

ATTEST:
Charlene C Stout
(Signature)

Erling Riis, III
(Print)

Charlene C. Stout (Print)

ITS: Attorney-in-fact
(Title)

ITS: NA

Corporate Seal

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charlene C Stout; Erling Riis III; Gaylord C Lyon Jr; J William Goodloe III; Joanna L Brinson; Nina Jacobs; O M Otts IV; Rebecca Ward; Roland G Fry Jr; W E Cadden

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of , .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

Bond # 100000615

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Bay Area Contracting, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Merchants National Bonding, Inc., P. O. Box 14498, Des Moines, IA 50306
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million One Hundred Eleven Thousand Seven Hundred Eighty Six and 10/100---------- dollars ($1,111,786.10----------). for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20 , entered into a Contract with the Owner for City Wide Facility Parking Lot Resurfacing & Spot Street Repairs which agreement is by reference made a part hereof. Project No.: 2023-3005-10

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

Bay Area Contracting, Inc.
(Corporate Name)

BY: John Meacham
(Signature)

John Meacham
(Print)

ITS: President
(Title)

ATTEST:
Beverly Collins
(Signature)

Beverly Collins (Print)

ITS: Office Manager
(Title)

Merchants National Bonding, Inc.
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Erling Riis, III
(Print)

ITS: Attorney-in-fact
(Title)

ATTEST:
Charlene C. Stout
(Signature)

Charlene C. Stout (Print)

ITS: NA
(Title)

Corporate Seal

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charlene C Stout; Erling Riis III; Gaylord C Lyon Jr; J William Goodloe III; Joanna L Brinson; Nina Jacobs; O M Otts IV; Rebecca Ward; Roland G Fry Jr; W E Cadden

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. 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 CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

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

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

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

b. Limit of Liability: $2.000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

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

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

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

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

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, 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.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.

[OR]

The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize

contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites 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 Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced**

Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and **Bay Area Contracting, Inc.**, party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

City Wide Facility Parking Lot Resurfacing and Spot Street Repairs: CITY WIDE FACILITY PARKING LOT RESURFACING AND SPOT STREET REPAIRS
Project No: 2023-3005-10
Project Description: Street Resurfacing and related work
Major work items include: Resurfacing

City of Mobile Project Number **2023-3005-10**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$ 1,111,786.10)** in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete

the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineer assigned to perform engineering design and construction inspection services for this project is the **CITY ENGINEER.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) 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.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is C0758. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

(28) 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.

GOVERNING LAW AND VENUE:

(29) 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.

E-BUILDER:

(30) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____

_____(Print)

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

Bay Area Contracting, Inc (Print)

BY: John Meacham

ITS PRESIDENT

John Meacham (Print)

Corporate Seal

ATTEST:

Beverly Collins

ITS SECRETARY

Beverly Collins (Print)

6/6/2023

DATE

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a):* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION, STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

429.A277.01

Description
This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials
Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment
Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

6. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

618.D.01

Description
This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials
Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment
Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

7. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:*

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

8. ITEM 623-B125 *HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):*

623.B125.1

Description
This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment
Payment will be based on the respective unit bid price and shalt be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

9. ITEM 623-B126 *REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):*

623.B126.1

Description
This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

10. ITEM 623-B127 *REMOVAL AND REINSTALLATION OF SLATE TILES*:

623.B127.1

Description
This section shall include the work of removing, stockpiling, reinstalling of slate tiles.

623.B127.2

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, grouting, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

11. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

12. ITEM 654-A *SOLID SODDING*:

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

13. ITEM 659-A EROSION CONTROL NETTING

Description

This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

14. ITEM 690-A *PROJECT SIGN -PORTABLE:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

15. ITEM 690-B *PORTABLETOILETS - WEEKS:*

690.B.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment
Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

16. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

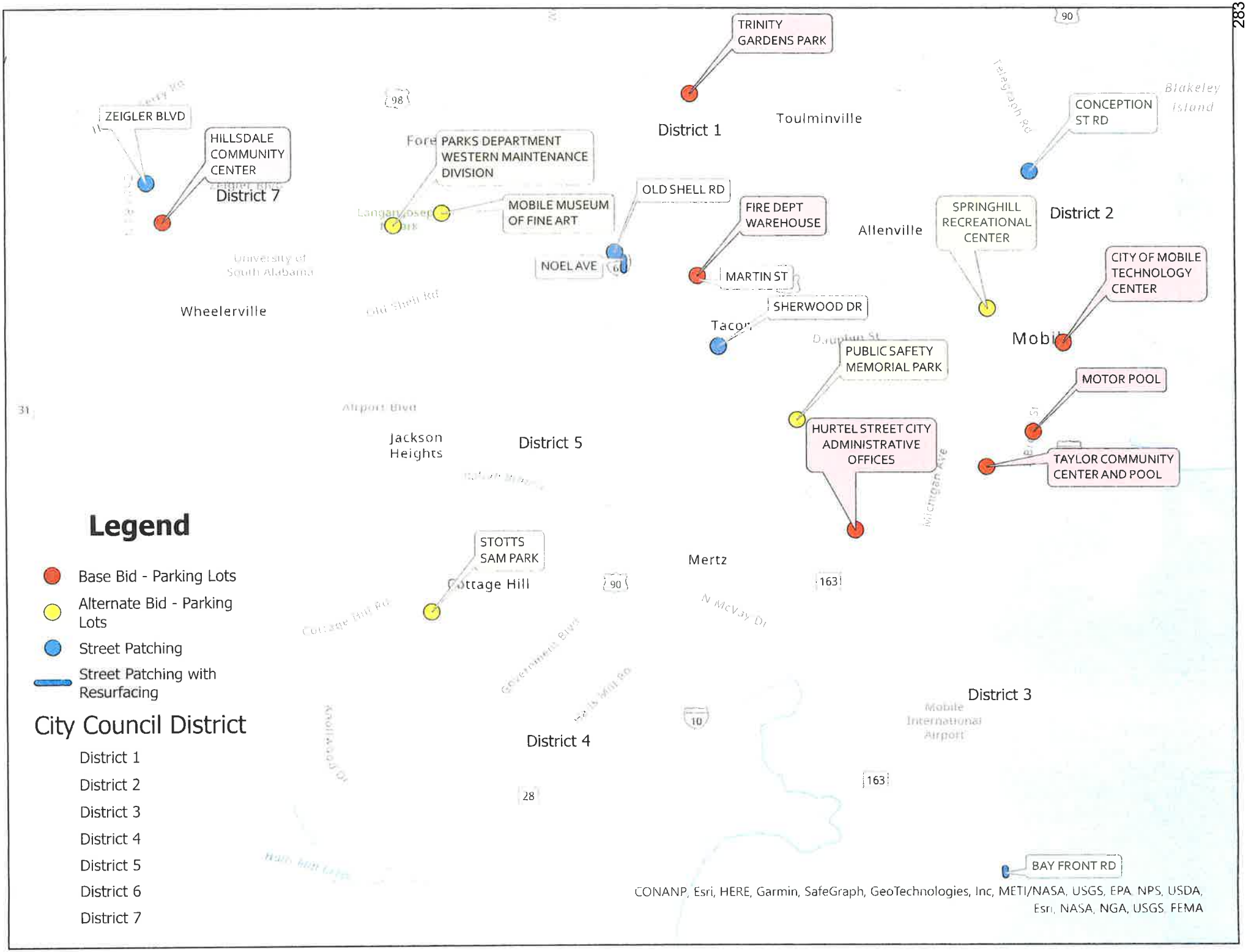
Materials
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT "A"

LOCATION


TRINITY GARDENS PARK
ZEIGLER BLVD
HILLSDALE COMMUNITY CENTER
District 7
PARKS DEPARTMENT WESTERN MAINTENANCE DIVISION
MOBILE MUSEUM OF FINE ART
OLD SHELL RD
NOEL AVE
FIRE DEPT WAREHOUSE
MARTIN ST
SHERWOOD DR
District 1
Toulminville
CONCEPTION ST RD
SPRINGHILL RECREATIONAL CENTER
District 2
Allenville
CITY OF MOBILE TECHNOLOGY CENTER
PUBLIC SAFETY MEMORIAL PARK
MOTOR POOL
HURTEL STREET CITY ADMINISTRATIVE OFFICES
TAYLOR COMMUNITY CENTER AND POOL
Wheelerville
Jackson Heights
District 5
STOTTS SAM PARK
Cottage Hill
Mertz
District 3
District 4
BAY FRONT RD
Legend
Base Bid - Parking Lots
Alternate Bid - Parking Lots
Street Patching
Street Patching with Resurfacing
City Council District
District 1
District 2
District 3
District 4
District 5
District 6
District 7
CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, Esri, NASA, NGA, USGS, FEMA

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/7/2023

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 500 W. 13th Street Fort Worth TX 76102	**CONTACT NAME:** Charity Tout **PHONE (A/C, No, Ext):** 817-349-2334 **FAX (A/C, No):** 817-347-6981 **E-MAIL ADDRESS:** CTout@higginbotham.net
INSURED BAYAREA-15 Bay Area Contracting, Inc. P O Box 8312 Mobile AL 36689	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Middlesex Insurance Company 23434 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1417687942 **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: POLICY X PRO-JECT LOC OTHER:			A0164787003	1/2/2023	1/2/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			A0164787001	1/2/2023	1/2/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			A0164787004	1/2/2023	1/2/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
	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					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Leased/Rented Equipment			A0164787003	1/2/2023	1/2/2024	Limit: $150,000	Ded: $1,000

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

Installation Floater
Policy Number: A0164787003
Carrier: Middlesex Insurance Company
NAIC: 23434
Policy Terms: 1/27/2023 - 1/2/2024
Limit While at Any One Job Site: $100,000 At Any Location Other Than a Job Site: $5,000 Property in Transit: $100,000 All Covered Property in Any One Occurrence: $225,000 Coinsurance: 80% Deductible $2,500

See Attached...

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AL 36644
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BAYAREA-15

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Bay Area Contracting, Inc. P O Box 8312 Mobile AL 36689
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

The General Liability and Automobile policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability and Automobile policies include a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The Umbrella Liability policy is follow form.

Project No.: 2023-3005-10
Project Name: City Wide Facility Parking Lot Resurfacing and Spot Street Repairs

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/7/2023

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

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

PRODUCER MRM, LLC. PO Box 382408 Birmingham, AL 35238 www.mrm-llc.com	**CONTACT NAME:** Melanie Ginn **PHONE (A/C, No, Ext):** 877-402-5246 **FAX (A/C, No):** 205-730-2833 **E-MAIL ADDRESS:** certs@mrm-llc.com
INSURED Bay Area Contracting, Inc. 119 University Blvd. S., Suite F Mobile AL 36689	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Alabama Associated General Contractors SIF **INSURER B :** Midwest Employers Casualty Company — 23612 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 74747770 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			MA293-2023-AL	1/1/2023	1/1/2024	✓ PER STATUTE ☐ OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)**	N / A		EWC009234	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Regarding effective and expiration, both days are at 12:01 am Standard Time at the insured's address. Coverage under this program is limited to the Alabama Workers Compensation Act. Alabama Associated General Contractors Self Insurers Fund (dba CompTrust AGC) is rated by A.M. Best & their rating is A- VII. Midwest Employers Casualty Company is rated by A.M. Best and their rating is A+ XV.
Project No.: 2023-3005-10 Project Name: City Wide Facility Parking Lot Resurfacing and Spot Street Repairs

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Terry Young

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ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared John Meacham (affiant) who, being duly sworn says as follows:

President/CEO of _____.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Bay Area Contracting, Inc said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Bay Area Contracting, Inc is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 518934.

John Meacham

CEO of Bay Area Contracting, Inc

Sworn to and subscribed before me this the 16th day of May, 2023

I certify that the affiant is known to me to be the identical party he or she claims to be.

Beverly Collins

Signature and Seal of Notary Public

8/25/2024

BEVERLY K COLLINS
NOTARY PUBLIC
ALABAMA STATE AT LARGE

E-Verify

Company ID Number: 518934

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Bay Area Contracting Inc.
Company Facility Address	3200 Anton Street Mobile, AL 36612
Company Alternate Address	P O Box 8312 Mobile, AL 36689
County or Parish	MOBILE
Employer Identification Number	631189981
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Veronica Archinque, vdd@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.

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
251.208.7937
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Bay Area Contracting, Inc
Address	PO Box 8312 Mobile, AL 36689
Telephone	251-414-3113
E-Mail	bac.jmeacham@bellsouth.net

RFP/RFQ Solicitation Number	2023-3005-10
Project Description	City Wide Facility Parking Lot Resurfacing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 19 Female 4 Minority 8 Non-minority 15 SDVO x Total #of Employees 23

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Lott Brigham

Signature: Lott H. Brigham Date: 5/17/23

Title: PM

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: Lott Brigham Title: PM

Email: lhbrigham1@gmail.com Phone: 251-377-5644

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Valeriar Archinaque.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 Bay Area Contracting, Inc Your Bid/Proposal Amount $ Date 5/17/23

5 / 17 / 23 Description City Wide Facility Parking Lot Resurfacing

Name of Bidder/Proposer Bay Area Contracting, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
J. Moore Construction, LLC	251-623-2650	Concrete/Asphalt	122,743.	15.7%	YES	

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Bay Area Contracting, Inc

Contact Person: Lott Brigham Phone 251-377-5644 Email lhbrigham1@gmail.com

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

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

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

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

Section 2(B)

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

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

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

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

_____

_____

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 APR JULY OCT
FEB MAY AUG NOV
MARCH JUNE SEPT 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)

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2023-3005-10
CITY WIDE FACILITY PARKING LOT RESURFACING AND SPOT STREET REPAIRS

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2023-3005-10
CITY WIDE FACILITY PARKING LOT RESURFACING AND SPOT STREET REPAIRS

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

Subscribed and sworn to before me this

_____

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date of final acceptance.

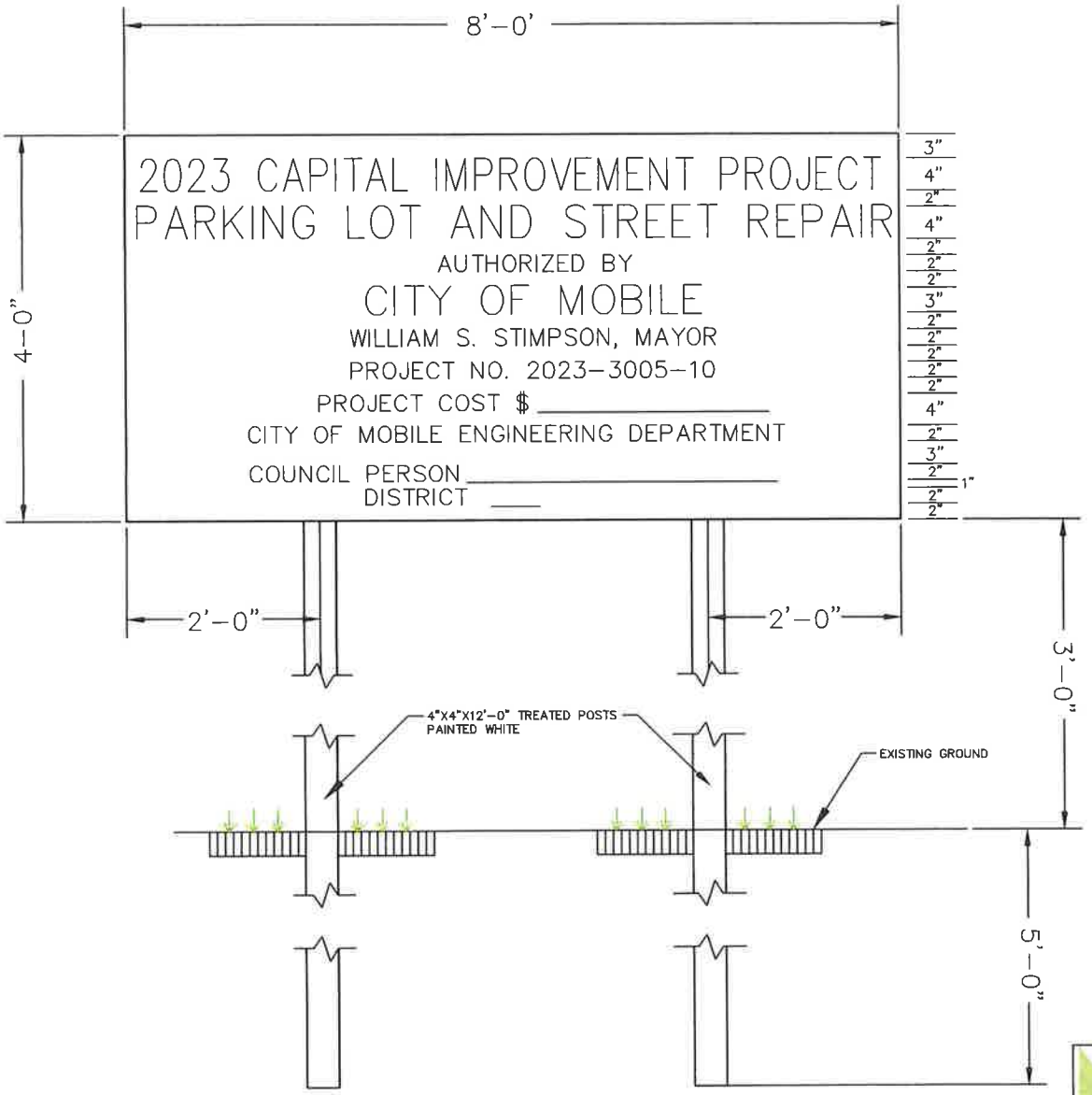
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS

PROJECT SIGN DETAIL



1) Sign shall be constructed of 3/4"exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.

2) Sign to be placed at location directed by the Engineer.

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

CITY STANDARD DRAWING
PROJECT SIGN

SCALE: N.T.S.	SHEET 1 OF 1	05-05-2023

302

ATTACHMENT "F"

GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 5/16/23

Name of Project: **CITY WIDE FACILITY PARKING LOT RESURFACING AND SPOT STREET REPAIRS**

Project Number: 2023-3005-10

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 32,453.
ADDITIVE ALTERNATE #1:	$ 16,822

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder Bay Area Contracting, INC

Mailing Address PO Box 8312 Mobile, AL 36689

***By (Legal Signature)** John Meacham

*Name (type or print) John Meacham (Seal)

*Title President

Telephone Number 251-414-3113

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Cassie Boatwright, Director of Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember Cory Penn

Purpose and Scope of Project:

Relocation of Hank Aaron's Home to New Location

Amount of Contract:

$124,500.00

Funding Source

Project # PR-030-22 HANK AARON HOUSE RELOCATION	**Discretionary Funds**
Project String	**Contract Number:**4484
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Everify	Cover Memo	6/8/2023
Scope of work	Cover Memo	6/8/2023
resolution and contract	Cover Memo	6/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	6/8/2023 - 12:59 PM
Capital	Rhodes, Brenda	Approved	6/8/2023 - 1:16 PM
Legal	Kern, Chris	Approved	6/8/2023 - 3:01 PM
Mayors			6/8/2023 - 3:08

Office	Montgomery, Brandi	Approved	PM

Company ID Number: 468942
Client Company ID Number: 685566

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 **jpayne organization**

Joseph Payne	Owner
Name (Please Type or Print)	Title
	6/26/13
Signature	Date

E-Verify Employer Agent **Alabama Department of Homeland Security**

Donyelle Marshall	
Name (Please Type or Print)	Title
Electronically Signed	06/26/2013
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:

Company Name:jpayne organization

E-Verify

Company ID Number: 468942
Client Company ID Number: 685566

Company Facility Address: 2655 airport blvd
mobile, AL 36606

County or Parish: MOBILE

Employer Identification Number: 202394360

North American Industry Classification Systems Code: 813

Administrator: Joseph Payne

Number of Employees: 1 to 4

EXHIBIT A
SCOPE OF WORK

HANK AARON HOUSE RELOCATION

Project # PR-030-22

The work of this contract consists of the relocation of the boyhood home of Hank Aaron from its current location at the former Hank Aaron Stadium at 755 Bolling Brothers Boulevard, to a new foundation to be constructed adjacent to the existing MPD Precinct 3 building at 2165 St. James Road. Demolition of existing steps, porch, and ramp will be involved, as will construction of a new 6' tall chain link security fence. Moving and reinstallation of an A/C package unit and restoration of electrical power will also be required.

END OF SCOPE OF WORK

RESOLUTION

2023

Sponsored by Mayor William S. Stimpson and Councilmember 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:	JPAYNE ORGANIZATION, LLC
Project Name:	HANK AARON HOUSE RELOCATION
Project Number:	PR-030-22
Amount:	$124,500.00

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: HANK AARON HOUSE RELOCATION

CAPITAL PROJECT # C0857 **DATE OF RECEIPT**

DEPT. PROJECT # PR-030-22

PROJECT DESCRIPTION TO RELOCATE HANK AARON'S BOYHOOD HOME FROM BAY BEAR STADIUM TO NEW LOCATION

CONTRACT AMOUNT $ 124,500.00

VENDOR NAME JPAYNE ORGANIZATION, LLC

VENDOR NUMBER 294936

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	NonContractual	

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: BRENDA PARKER **Date** 6/8/2023

Revised 5/16/2022 Tiffany Hollins

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

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

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

JPayne Organizations, LLC
2655 Airport Boulevard
Mobile, Alabama 36606

City of Mobile Business License Number: 079742
Secretary of State Registration Number: 000-429-657

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

Hank Aaron House Relocation
755 Bolling Brothers Boulevard
Mobile, Alabama 36606

PR-030-22
For the relocation of Hank Aaron's boyhood home from Bay Bears Stadium to a new location in the City of Mobile; some reconstruction of the facility may be required.

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
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(1663792945)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] The house must be moved from its current location to the new location at 2165 St. Stephens Road, Mobile, Alabama 36617, within thirty (30) calendar days from the date of the Notice to Proceed for commencement of the Work. The construction of the foundation and all additional Work must be completed within an additional thirty (30) days, for a total construction time of sixty (60) calendar days.

(Table deleted)
(Paragraph deleted)

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User Notes:
(724715058)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Twenty-Four Thousand Five Hundred and 00/100 Dollars ($124,500.00), subject to additions and deductions as provided in the Contract Documents.

Hank Aaron House Relocation:	
Base Bid:	$114,500.00
Contingency Allowance:	$ 10,000.00
Total Bid:	$124,500.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
(Row deleted)

Hank Aaron House Relocation Contingency Allowance:	$10,000.00

Contingency Allowance: Ten Thousand and 00/100 Dollars ($10,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
1. Provide and install one (1) board foot of treated wood framing to replace and/or repair floor framing that is found to be rotten or otherwise unsuitable for use.	BF	$56.00
2. Provide and install one (1) sheet of 3/4" APA-rated plywood roof deck to replace roof deck found to be rotten or otherwise unsuitable for use.	SHT	$200.00
3. Provide and install one (1) linear foot of horizontal wood siding to replace and/or repair wood siding that is found to be rotten or otherwise unsuitable for use.	LF	$50.00

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

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User Notes:
(1663792945)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)
§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

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

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

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Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that JPayne Organizations, LLC has completed the contract PR-030-22 for Hank Aaron House Relocation, 755 Bolling Brothers Boulevard, Mobile, Alabama 36606. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

(Paragraphs deleted)

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mr. Joseph Payne, Owner
JPayne Organizations, LLC
2655 Airport Boulevard
Mobile, Alabama 36606
Email: j.payne@live.com
Telephone: (251) 454-1154

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of

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Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.4 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

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.6 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.7 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.8 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.9 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.10 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

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1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

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

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum two (2) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:
.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A201, General Conditions of the Contract for
(Paragraphs deleted)
Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)
.3 Drawings

Number	Title	Date
	Hank Aaron House Relocation	

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SP-1	SITE PLAN	03/29/23
S-1	FOUNDATION PLAN	03/29/23
T-1	COVER SHEET	12/01/08
T-2	CODE DATA SHEET	12/01/08
F-1	FOUNDATION PLAN & FRAMING PLANS	12/01/08
F-2	SECTIONS & DETAILS	12/01/08
A-1	FLOOR PLAN	12/01/08

.4 Specifications

Section	Title	Date
	GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS	
DIVISION 1	GENERAL REQUIREMENTS	
01010	Summary of the Work	03/29/23
01210	Allowances	03/29/23
01210	Unit Prices	03/29/23
01330	Submittal Procedures	03/29/23
01635	Substitution Procedures	03/29/23
01700	Execution Requirements	03/29/23
01710	Closeout Procedures	03/29/23
01731	Cutting and Patching	03/29/23
017839	Project Record Documents	03/29/23
DIVISION 2	SITE CONSTRUCTION	
00361	Termite Control	03/29/23
DIVISION 3	CONCRETE	
DIVISION 4	MASONRY	
DIVISION 5	METALS	
DIVISION 6	WOOD AND PLASTIC Rough Carpentry	03/29/23
DIVISION 7	THERMAL AND MOISTURE PROTECTION	
DIVISION 8	DOORS AND WINDOWS	
DIVISION 9	FINISHES	
DIVISION 10	SPECIALTIES	
DIVISION 11	EQUIPMENT	
DIVISION 12	FURNISHINGS	
DIVISION 13	SPECIAL CONSTRUCTION	
DIVISION 14	CONVEYING SYSTEMS (NOT USED)	
DIVISION 15	MECHANICAL	

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DIVISION 16 ELECTRICAL (NOT USED)

.5 Addenda, if any:

Number	Date

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and

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erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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User Notes:
(1663792945)

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

City of Mobile

Legal Name of Party to Contract:
Contractor: JPayne Organizations, LLC

OWNER *(Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

CONTRACTOR *(By Signature)*

Joseph Payne, Owner
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Joseph Payne as President of JPayne Organizations, 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 14 day of June, 2023

NOTARY PUBLIC
My Commission Expires: 3-4-26

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User Notes:
(1663792945)

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, JPayne Organizations, LLC, 2655 Airport Boulevard Mobile, AL 36606, as Principal, and Hudson Insurance Company, 100 William Street New York, NY 10038, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of One Hundred Twenty-Four Thousand Five Hundred and XX/100 ($ 124,500 .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 _____, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Hank Aaron House Relocation (PR-032-22), 755 Bolling Brothers Boulevard, Mobile, Alabama 36606, 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 David Gonsalves **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, 2023.

CONTRACTOR AS PRINCIPAL
Company: JPayne Organizations, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY
Company: Hudson Insurance Company
(Corporate Seal)

By: Attorney-In-Fact Signature Here
(Signature)

Name and Title: David Gonsalves, Attorney - In - Fact

Resident Agent: _____
(Signature)

Name and Title: Samantha Stewart
Company Name: E National Custom Risk Insurance
Address: 4725 Midmost Dr. Ste. C Mobile, AL 36608

Phone and Fax: 251-344-5393

Owner's Representative: AE Department
P O Box 1827
Mobile, AL 36633
(251) 208-7454

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, JPayne Organizations, LLC, 2655 Airport Boulevard Mobile AL 36606, hereinafter called the Principal, and Hudson Insurance Company 100 William Street New York, NY 10038, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of One Hundred Twenty-Four Thousand Five Hundred and xx/100 Dollars ($124,500.00) 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 _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Hank Aaron House Relocation (PR-032-22), 755 Bolling Brothers Boulevard, Mobile, Alabama 36606, 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, 2023.

CONTRACTOR AS PRINCIPAL
Company: JPayne Organizations, LLC
(Corporate Seal)

By: _____
(Signature)
Name and Title: _____

SURETY
Company: Hudson Insurance Company
(Corporate Seal)

By: Signature of Attorney In Fact
(Signature)
Name and Title: David Gonsalves, Attorney - In - Fact

Resident Agent: _____
(Signature)
Name and Title: Samantha Stewart
Company Name: E National Custom Risk Insurance
Address: 4725 Midmost Dr. Ste. C Mobile, AL 36608
Phone and Fax: 251-344-5393

Owner's Representative: AE Department
P O Box 1827
Mobile, AL 36633
(251) 208-7454

EXHIBIT 4B

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	JPayne Org. Wizard
Address	2055 Airport Blvd Mobile AL
Telephone	251 454-1154
E-Mail	

RFP/RFQ Solicitation Number	PR032-23
Project Description	Kirk Arrow House
Is your company a DBE company?	Yes ☑ No ☐
Work force demographics	Male 2 Female 1 Minority 2 Non-minority ____ SDVO ____
	Total #of Employees ____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joseph Payne

Signature: _____ Date: 4/19/23

Title: owner

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: Joseph Payne Title: Owner

Email: J.Payne@live.com Phone: 251 454 1154

CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company JRyne Org. Your Bid/Proposal Amount $ 123,900 Date:

4/13/23 Description Hunt Arrow

Name of Bidder/Proposer: JRyne Org Worldwide

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
JRyne Org		Construction	86730	70	Y	
Freedom Construction		Foundation	12390	10	N	
Roy House Movers		Moving	20	20	N	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: J Bryan Organization

Contact Person: Joseph Bryan Phone 251-445-1154 Email J. Bryan@bellsouth.net

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

YES (P)	NO (S)	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.
	✓	**CMOBE/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.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

	✓	**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

JPayne Organizations, LLC	
Entity ID Number	000 - 429 - 657
Entity Type	Domestic Limited Liability Company
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/26/2009
Registered Agent Name	PAYNE, JOSEPH
Registered Office Street Address	5253 HWY 90 B MOBILE, AL 36619
Registered Office Mailing Address	Not Provided
Nature of Business	ACQUIRE/OWN/LEASE/MANAGE/RENT REAL PROPERTY
Members	
Member Name	PAYNE, JOSEPH
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2010 2011 2012 2015 2016 2017 2018 2019 2020 2021 2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/26/2009 Certificate of Formation 2 pgs.

New Search

E-Verify

Company ID Number: 468942
Client Company ID Number: 685566

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 **jpayne organization**

Joseph Payne	Owner
Name (Please Type or Print)	Title
	6/26/13
Signature	Date

E-Verify Employer Agent **Alabama Department of Homeland Security**

Donyelle Marshall	
Name (Please Type or Print)	Title
Electronically Signed	06/26/2013
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:

Company Name:jpayne organization

E-Verify

Company ID Number: 468942
Client Company ID Number: 685566

Company Facility Address: 2655 airport blvd
mobile, AL 36606

County or Parish: MOBILE

Employer Identification Number: 202394360

North American Industry Classification Systems Code: 813

Administrator: Joseph Payne

Number of Employees: 1 to 4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/20/2023

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

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

PRODUCER	STATE FARM INSURANCE STEVE HOLLEY, AGENT 7221 GRELOT RD STE A MOBILE AL 36695
CONTACT NAME:	ASHLEY BUTLER
PHONE (A/C, No, Ext):	2517767797
FAX (A/C, No):	2517767705
E-MAIL ADDRESS:	ASHLEY.BUTLER.M1KU@STATEFARM.COM
INSURED	JPAYNE ORGANIZATION, LLC JOSEPH PAYNE 2655 AIRPORT BLVD MOBILE AL 36606

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	225 8175-E20-01C	05/20/2022	11/20/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	☒ UMBRELLA LIAB ☒ OCCUR	Y	Y	01-BZ-M431-8	04/29/2023	04/29/2024	EACH OCCURRENCE	$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 2,000,000
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

City of Mobile is included as an Additional Insured in respect to 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 Automobile Liability and Umbrella Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
Project Number PR-038-22

CERTIFICATE HOLDER

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT
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

Ashley Butler

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/7/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Katie Grissett	
eNational Custom Risk 4325 Midmost Dr., Ste C Mobile AL 36609	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: GREAT LAKES INSURANCE SE	100064
	INSURER C: Western Surety Co	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
J PAYNE ORGANIZATION LLC
2655 AIRPORT BLVD
MOBILE AL 36606

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:	Y	Y	NPP8928913	11/9/2022	11/9/2023	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BCG1701572-00	11/9/2022	11/9/2023	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	$ $
	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	$ $ $
	BID BOND			72533719 BID BOND FRY PARK & MIM	3/1/2023	3/1/2024	Limit: $50,000	
C	5% OF			72475395 X LOTT PARK PICKLEBALL	6/30/2022	6/30/2023	Limit: $400,000	

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

This Policy '72472520 family unit chickasaw housing authority bid bond' has Other Coverage 'BID BOND' With Limit '398,000.00', Carrier: 'Western Surety Co', Effective Date: '06/28/2022', Expiration Date: '06/28/2023'.

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
Sam Stewart

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
eNational Custom Risk		J PAYNE ORGANIZATION LLC
POLICY NUMBER		2655 AIRPORT BLVD
BCG1701572-00		
CARRIER	NAIC CODE	MOBILE, AL, 36606
GREAT LAKES INSURANCE SE	100064	EFFECTIVE DATE: 11/9/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Project number PR0322 Hank Arron

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability & umbrella Liability. All policies, except Worker's Comp, shall be Primary & 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, Umbrella Liability, and Worker's Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material charge shall apply (except 10 days for non-payment)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/11/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Dawn Honeycutt
eNational Insurance Agency, Inc - Sam Stewart	PHONE (A/C, No, Ext): 251-344-5393 FAX (A/C, No): 251-343-5490
4325 Midmost Dr	E-MAIL ADDRESS: Info@eNationalInsurance.com
Suite C	INSURER(S) AFFORDING COVERAGE / NAIC #
Mobile AL 36609-5545	INSURER A: NATIONAL LIABILITY & FIRE INSURANCE COMPANY 20052
INSURED	INSURER B: TRAVELERS
JOEL REED DBA	INSURER C:
REED HOUSE MOVERS	INSURER D:
5297 LOTT RD	INSURER E:
Eight Mile AL 36613-9113	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS			72TRS122918	6/20/2022	6/20/2023	BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] Mobile Equipm						Uninsured Motorist (BI)	$ 300,000 CSL
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N/A		6JUB-5N29416-6-21	12/24/2022	12/24/2023	E.L. EACH ACCIDENT	$ 100,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

(NO 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

Dawn Honeycutt

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7ZTRS116591
RENEWAL NUMBER

CROSS REFERENCE NUMBER

72 TRS 122918

NATIONAL FIRE & MARINE INSURANCE COMPANY
OMAHA, NEBRASKA
BUSINESS AUTO COVERAGE DECLARATIONS

☐ The Declarations include a second part designated "Part 2".

Producer
All Risk Agency
800 Downtowner Blvd. E Wing
Mobile, AL 36609

ITEM ONE NAMED INSURED & ADDRESS
JOEL REED
DBA: REED HOUSE MOVERS
5297 LOTT RD.
EIGHT MILE, AL 36613

FORM OF NAMED INSURED'S BUSINESS: Individual

NAMED INSURED'S BUSINESS: HOUSE MOVERS

POLICY PERIOD: Policy covers FROM 06/20/2022 12:01 AM TO 06/20/2023 12.01 A.M. Standard Time at the Named Insured's Address stated above.

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS
This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage .

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT OF INSURANCE THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	7	$ 1,000,000 CSL	$ 14,557
PERSONAL INJURY PROTECTION (P.I.P.) (or equivalent No-fault coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS $ Deductible	$
ADDED P.I.P. (or equivalent added No-fault cov.)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT	$
PROPERTY PROTECTION INSURANCE (P.P.I.) (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS $ Deductible FOR EACH ACCIDENT	$
AUTO MEDICAL PAYMENTS		$	$
UNINSURED MOTORISTS	10	$ 300,000 CSL (BI Only)	$ 1,662
UNDERINSURED MOTORISTS (when not included in Uninsured Motorists coverage)		$ This contract is registered and delivered as a surplus	$
PHYSICAL DAMAGE INSURANCE		line coverage under the Alabama Surplus Line	
COMPREHENSIVE COVERAGE		$ Insurance Law. Philip S Hagan License # 0214821	$
SPECIFIED CAUSES OF LOSS		$	$
COLLISION COVERAGE		$	$
TOWING AND LABOR		$ Deductible FOR EACH COVERED AUTO	$

FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION	PREMIUM FOR ENDORSEMENTS	$
See M4572 (12/1994)	ESTIMATED TOTAL PREMIUM	$ 16,219

ENTER SYMBOL 10 DESCRIPTION HERE:
Symbol 10 - Only those autos described in Item Three of the Declarations with Liability premium shown.

+$150 fee
+$982.14 Al.tax

POLICY SUBJECT TO A FULLY EARNED POLICYWRITING MINIMUM PREMIUM OF $ 250 IF CANCELLED BY THE INSURED.

ITEM THREE - SCHEDULE OF COVERED AUTOS AS ATTACHED

Countersigned At CRC Insurance Services, Inc. Memphis, TN By _____
AUTHORIZED SIGNATURE

In Witness whereof, we have caused this policy to be executed and attested.

Secretary

President

M-5005 (02/2011)

06/29/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Robert Bryant, Animal Services

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the Alabama Emergency Management Agency in the amount of $400,000.00 for the Hazard Mitigation Grant Program funded by the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA). There is a 25% local match of $100,000.00 for a total project cost of $500,000.00.

Funding Source

Project # **Discretionary Funds**

Project String C-0718 **Contract Number:**

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

Grant Funds $400,000.00 **Matching Funds** $100,000.00

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	6/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	6/15/2023 - 1:51 PM
Legal	Kern, Chris	Approved	6/15/2023 - 1:51 PM
Mayors Office	Montgomery, Brandi	Approved	6/15/2023 - 2:42 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), funded through the Alabama Emergency Management Agency, a Notice of Award for grant assistance in the amount of $400,000.00 for the Hazard Mitigation Grant Program. There is a 25% match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by DHS/FEMA and the Alabama Emergency Management Agency. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Mobile City Council authorizes the expenditure of a 25% match in the amount of $100,000.00 if said grant is awarded for a total project cost of $500,000.00.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:
Ricardo Woods, City Attorney

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
agreement	Cover Memo	6/20/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/20/2023 - 8:27 AM

STATE OF ALABAMA

COUNTY OF MOBILE

LEASE AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2023, by and between the **City of Mobile** (which will hereinafter be referred to as the "**City**") and the **Board of School Commissioners of Mobile County**, (which will hereinafter be referred to as the "**Tenant**") (collectively the "**Parties**").

WITNESSETH

WHEREAS, the City is the fee owner of the parcels described in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, the parcels described in Exhibit A have been subject to a 99-year lease entered into between the Parties on February 13, 1973 and amended May 29, 1973 to correct the legal description (the 99-year lease and all amendments thereto together will collective be referred to herein as the "**Original Lease**"), and Tenant has been operating Williamson High School ("**Williamson**") on said parcels pursuant to the terms thereof;

WHEREAS, the Original Lease became void when neither the Original Lease itself nor a memorandum thereof was recorded within the time frame required under Ala. Code § 35-4-6; and

WHEREAS, the Parties desire to enter into this Agreement so that there is an enforceable lease agreement providing the terms under which the Tenant may continue to lease and use the parcels described in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties hereto agree that this Lease shall supersede and replace the Original Lease, and further agree as follows:

1. Agreement to Lease:

(a) Tenant agrees to lease from the City the parcels described in Exhibit A and shown in Exhibit B (the "**Leased Premises**") on the terms and conditions hereinafter set out for the "**Lease Term**" which shall be a 99-year period beginning on the above-stated date being the same date this Agreement was executed by both Parties (the "**Commencement Date**") and ending on the 99th anniversary of the Commencement Date.

2. Leased Premises:

(a) Tenant has inspected the Leased Premises, and accepts it "AS IS" and has concluded it is adequate for Tenant's continued operation of Williamson High School and the construction of a new stadium.

(b) Tenant understands that Parcel G referenced in Exhibit A shall be included in the "Leased Premises," and subject to this Agreement, as soon as the parcel has been properly vacated by the City. Once the vacation document has been recorded by the City, the Parties agree to enter an amendment agreement updating the legal description for Parcel G in Exhibit A.

(c) Tenant shall not make any alterations to the Leased Premises without the prior written consent of the majority of its Board, however, if the Board's bylaws require unanimous consent for such action to be taken, then such unanimous consent shall be required in order for the alternation to be permitted by this Agreement.

3. Occupancy and Use:

(a) Tenant may occupy the Leased Premises at all times during the Lease Term.

(b) Nothing contained herein is intended to restrict the right of entry or access of the City, its designees, it's staff, and emergency and security personnel, it being specifically acknowledged by the Tenant that the City, it's designees, it's staff, and emergency and security personnel, shall have access to and right of entry to all areas of the Leased Premises at all times, except that access to any buildings including the planned new stadium on the Leased Premises shall require prior consent from the Tenant, which shall not be unreasonably withheld.

4. Rent, Expenses, and Costs:

(a) As consideration for the use of the Leased Premises, Tenant shall pay the City, rent in the amount of **One and No/100 Dollars ($1.00)** for the entire Lease Term, receipt of which is hereby acknowledged by the City.

(b) The Tenant shall be responsible for ensuring that Tenant employs or contracts for a reasonable amount of security and maintenance personnel on the Leased Premises at the times needed throughout the Lease Term, and Tenant shall be solely responsible for maintenance, repairs, cleanup and any damages with respect to the Leased Premises which were not caused by the City.

5. Taxes, Licenses, Permits, Assessments:

(a) The Tenant shall be responsible for the collection and payment of any taxes, including sales taxes, that are due to state or local government from proceeds received by Tenant as a result of the occupancy of use of the Leased Premises or

the performance of any service by Tenant upon the Leased Premises, or as a result of the sale by Tenant of tickets to a sporting event or any other item, novelty or commodity sold at the Leased Premises by Tenant.

(b) The Tenant shall be responsible for ensuring that Tenant obtains all necessary State and local business licenses required for Tenant's operation and use of the Leased Premises. Copies of all licenses and permits shall be provided by Tenant to the City upon written request from the City.

(c) The City shall not be liable for the payment of any tax, late charge, or penalty of any nature incurred by Tenant in Tenant's use of the Leased Premises, or any revenue received by or payments made to or by Tenant. Tenant shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises or imposts, whether general or special or ordinary or extraordinary, or every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind, which may be levied, assessed, charged or imposed, or which may become a lien or charge against this Agreement or the property of the Tenant or of the City, caused or incurred by Tenant in its use of the Leased Premises.

6. Limitations on Use:

(a) Tenant shall not commit, allow or permit:

(i) Any waste or damage to, on, or about the Leased Premises;
(ii) Any unlawful or immoral uses or acts in, on, or about the Leased Premises;
(iii) Any uses or acts so as to injure persons or property in, on or about the Leased Premises; or,
(iv) Any nuisance in, on, or about the Leased Premises.

(b) Tenant shall comply with all legal requirements governing the use and the occupancy of the Leased Premises contemplated by this Agreement.

(c) Tenant shall not cause or permit Hazardous Material to be used, stored, or generated on, or transported to and from the Leased Premises in amounts prohibited by any applicable local, state or federal environmental law. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", toxic substances", or "solid waste" in any applicable local, state or federal environmental law.

7. Civil Rights Act.

During the performance of this Agreement, Tenant shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.

8. Americans With Disabilities Act.

Tenant shall be responsible for ensuring that the Leased Premises complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as Tenant modifies, rearranges or sets up the Leased Premises in order to accommodate Tenant's usage. Tenant shall be responsible for any violations of the ADA on the Leased Premises as long as such violation was not caused by the City.

9. Insurance.

Tenant is self-insured for General Liability under the Alabama Trust for Boards of Education ($1,000,000 for each claim made, $2,000,000 in the aggregate).

10. Termination and Default.

The bankruptcy or insolvency of the Tenant, the failure to retain the liability coverage described above or similar coverage, Tenant's failure to secure the proper licenses or permits (those required by applicable law), or Tenant's failure to perform any other obligations hereunder shall be an "**Event of Default**" by Tenant. The City shall have the right to terminate this Agreement if Tenant ceases to use the Leased Premises for the purposes described herein.

The waiver by either party of any Event of Default, or other default, breach or violation of the terms of this Agreement, or the failure by either Party to enforce any of the provisions of this Agreement, or any rights herein, shall not in any respect limit, prejudice, diminish or constitute a waiver of any other right to otherwise act as allowed by law or this Agreement with respect to that Event of Default, default, breach or violation or of any continuing, prior, contemporaneous, or subsequent Event of Default, default, breach or violation, or to enforce any provisions or rights allowed under this Agreement.

11. Assignment:

This Agreement is not assignable or transferable without the prior written approval of the other Party. Tenant shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of the City.

This Agreement and the rights and obligations set forth herein shall inure only to the benefit of, and be binding only upon, the Parties hereto and their respective permitted successors and assigns. This Agreement shall not be construed as giving any person, other than the Parties hereto and their permitted successors and assigns any legal or equitable right, remedy or claim under or arising out of this Agreement, it being for the sole and exclusive benefit of the Parties and their permitted successors and assigns.

12. Severability:

The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

17. Headings:

The paragraph headings are meant to be descriptive only and are not intended to affect or limit the content of the paragraph, nor are they to be used in interpreting the meaning of the paragraph or of this Agreement, it being intended that they only be used as a means to reference the provisions of this Agreement.

18. Singular and Plural:

Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

19. Counterparts:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement.

20. Notices:

Any notice given pursuant to this Agreement shall be in writing and shall be transmitted to the City or to the Tenant, as the case may be as follows:

Notice to the City:

205 Government Street
Mobile, AL 36602
Attn: City Clerk

With copy to:

205 Government Street
Mobile, AL 36602
Attn: City Attorney

Notice to the Tenant:

Board of School Commissioners of Mobile County
Attn: Superintendent
1 Magnum Pass (physical)
P.O. Box 180069 (mailing)
Mobile, Alabama 36618

Any changes to the notice information for the Parties above must be provided to the other Party in advance and in writing.

21. Governing Law:

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to otherwise applicable principles of conflicts of law. Venue shall be in the Circuit Court of Mobile County, Alabama.

22. Entire Agreement:

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the Parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in writing executed by each of the Parties hereto.

23. Force Majeure:

The Parties shall be liable to or responsible to the other for any future performance (future performance does not include the payment of monies then owed) prevented by an act of God, an occurrence of nature, pandemic, epidemic, an act of war, or because of a governmental prohibition.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

WHEREFORE, the Parties have signed this Agreement on the date above first written.

THE CITY OF MOBILE
By:_____
WILLIAM S. STIMPSON
As Its: Mayor

BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY

By:_____
CHRESAL D. THREADGILL
As Its: Superintendent

EXHIBIT A

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel A

That parcel of land being bounded by a line described as follows, to wit: Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 West, run thence West along the Half Section line 240.00 feet to a point; thence run South 00 degrees, 12 minutes East, 339.20 feet to the point of beginning of the property herein described; thence continue South 00 degrees 12 minutes East, 451.75 feet to a point, said point being the Southeast corner of property conveyed to Pate by Sweeney, by instrument recorded in Deed Book 572, page 132 of the Probate Court Records of Mobile County, Alabama; thence run West along the South line of property conveyed to Pate by Sweeney, a distance of 840.42 feet to a point on the East line of the 100 foot right of way of the Alabama Power Company; thence run North along said East line, and a projection thereof a distance of 295.60 feet to a point; on the North line of said 100 foot right of way; thence run West along said North line and a projection thereof a distance of 246.72 feet, more or less, to a point on the East line of Antwerp Street; thence along the East line of Antwerp Street run North 605.36 feet to the Southeast corner of Antwerp and Dublin Streets; thence along the South line of Dublin Street run North 69 degrees 44 minutes East, 398.15 feet to the Southwest corner of Dublin Street and Swallow Drive; thence along the West line of Swallow Drive run South 00 degrees 01 minutes West, 636.82 feet to a point where the South line of Kingbird Drive, if extended Westwardly, would intersect; thence along said extension and along the South line of Kingbird Drive run South 89 degrees 59 minutes East, 441.80 feet to the P.C. of a curve to the left, said curve having a radius of 172.37 feet; thence along the arc of said curve and along the South line of Kingbird Drive run Eastwardly 134.69 feet to a point which bears North 67 degrees 37 minutes 50 seconds East, 131.29 feet from the P.C. of said curve; thence run South 89 degrees 59 minutes East, 149.28 feet to the point of beginning.

Parcel B

That parcel of land being bounded by a line more particularly described as follows, to-wit: From the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 West, Mobile County, Alabama, run West a distance of 240.00 feet to a point, thence South 0 degrees 07 minutes 30 seconds East a distance of 494.40 feet to a point, thence West a distance of 937.75 feet to the point on the West line of the 100 foot right of way of Alabama Power Company for the point of beginning of the property herein described; thence South and along said West line parallel with the East line of Antwerp Street a distance of 284.6 feet, more or less to a point on the North line of property conveyed by John C. McAleer, Sr. to James Smith and Johnnie V. Smith by deed dated October 1, 1956 and recorded in Real Property Book 323, page 619 of the records in the Office of the Judge of Probate of Mobile County, Alabama, thence West and along said North line a distance of 145.0 feet to a point of the East line of Antwerp Street, thence North along the

East line of Antwerp Street a distance of 284.6 feet, more or less to a point on the South line of the property of J. F. Pate, thence East and along said South line and parallel with the North line of Gaynor Street a distance of 145.00 feet to the point of beginning.

Parcel C

From the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 West, Mobile County, Alabama run West a distance of 240.00 feet to a point, thence South 0 degrees, 07 minutes, 30 seconds East a distance of 494.40 feet to a point, thence South 0 degrees, 12 minutes East, a distance of 295.6 feet to the point of beginning of the property herein described (said point being on the South line of the property of J. F. Pate), thence continue South 0 degrees 12 minutes East a distance of 199.75 feet to a point on the North line of Gaynor Street, thence West along the North line of Gaynor Street a distance of 201.12 feet to the Northeast corner of Gaynor Street and Swan Drive, thence North 0 degrees 02 minutes, 45 seconds West along the East line of Swan Drive a distance of 199.75 feet to a point on the South line of said Pate property, thence East and parallel with the North line of Gaynor Street a distance of 200.86 feet to the point of beginning.

Parcel D

From the Northeast corner of the Northeast One-Quarter of the Southeast One-Quarter of Section 28, Township 4 South, Range 1 West, Mobile County, Alabama, run West a distance of 240.0 feet; thence South 0 degrees 07 minutes 30 seconds East a distance of 494.4 feet to a point; run thence South 0 degrees 12 minutes East a distance of 495.35 feet to a point on the North line of Gaynor Street; run thence West along the North line of Gaynor Street a distance of 839.46 feet to the East line of the 100 foot right of way of Alabama Power Company for the point of beginning of the property herein described; thence continue West along the North line of Gaynor Street a distance of 100 feet to a point on the West line of said right of way; run thence North along said West right of way line a distance of 495.35 feet to an angle point in said right of way line, run thence East and along the North line of said right of way a distance of 100 feet to a point on the projection of the East line of said right of way; run thence South along the projection of and along the said East line 495.35 feet to a point on the North line of Gaynor Street which is the point of beginning.

Parcel E

From the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 West, Mobile County, Alabama, run West a distance of 240.0 feet, thence South 0 degrees, 07 minutes 30 seconds East, a distance of 494.4 feet to a point, thence South 0 degrees 12 minutes East a distance of 495.35 feet to a point on the North line of Gaynor Street, thence West along the North line of Gaynor Street a distance of 251.12 feet to the Northwest corner of Gaynor Street and Swan Drive for the point of beginning of the property herein described, thence continue West along the North line of Gaynor Street a distance of 588.34 feet to a point on the East line of the 100 foot right of way of the Alabama Power Company, thence North on said East line a distance of 199.75 feet to a point on the South line of the property of J. F. Pate, thence East and along said South line and parallel

with the North line of Gaynor Street a distance of 157.25 feet to a point on a 84 foot radius curve to the left and the South line of Kingfisher Drive, thence Southeastwardly along the arc of said curve and the South line of Kingfisher Drive a distance of 54.99 feet to the point of tangency, thence North 89 degrees 58 minutes 30 seconds East along the South line of Kingfisher Drive a distance of 375.94 feet to the Southwest corner of Kingfisher Drive and Swan Drive, thence South 0 degrees 02 minutes 45 seconds East along the West line of Swan Drive a distance of 180.59 feet to the point of beginning.

Parcel F

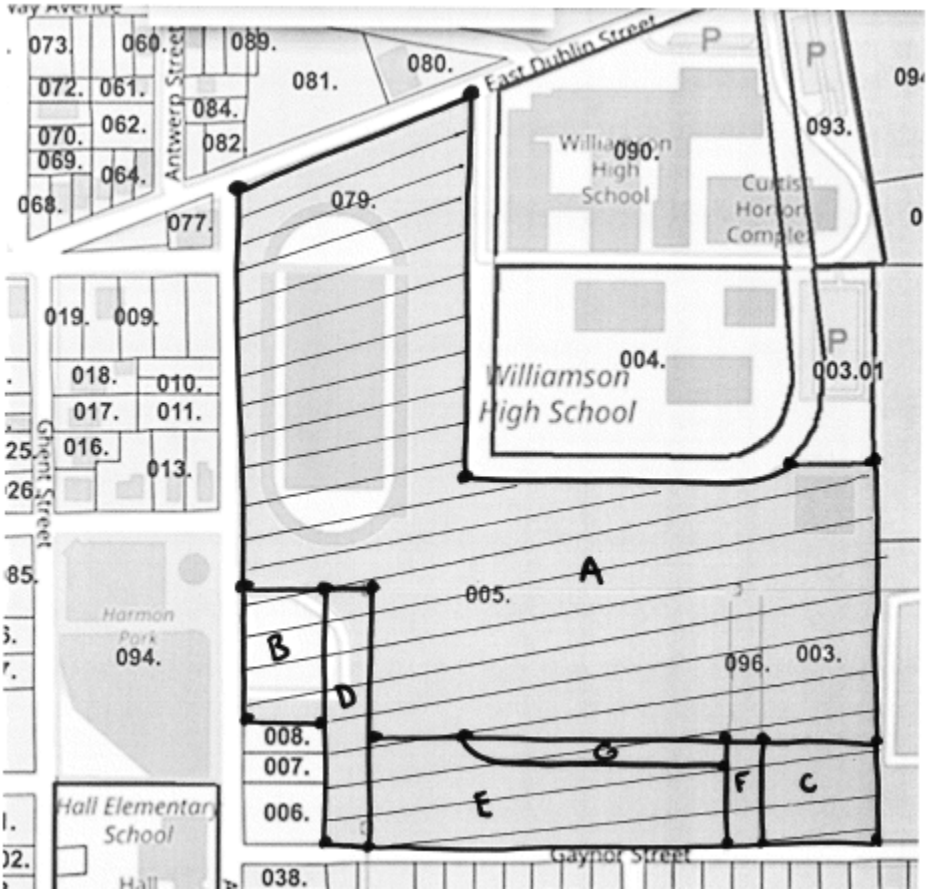
That portion of the vacated right of way of Swan Street lying North of Gaynor Street and South of the property conveyed to the City of Mobile, a municipal corporation, by Warranty Deed dated September 16, 1969 and recorded in Real Property Book 932, page 87.

Parcel G

The vacated right of way of Kingfisher Drive as evidence by _____.

EXHIBIT B

Parcels A through G described in Exhibit A are shown below.



AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson

Purpose and Scope of Project:

Ordinance to amend Chapter 38 of the Mobile City Code, "Municipal Court," at Sections 38-13 and 38-73

Amount of Contract:

n/a

Effective Date of Contract:

7/5/2023

Funding Source

Project # Ordinance to Amend Chapter 38 of the Mobile City Code

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Ordinance to Amend Chapter 38 of the Mobile City Code	Ordinance	6/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	6/21/2023 - 10:54 AM
			6/22/2023 -

Legal	Kern, Chris	Approved	10:51 AM
Mayors Office	Montgomery, Brandi	Approved	6/22/2023 - 2:39 PM

AN ORDINANCE TO AMEND CHAPTER 38 OF THE MOBILE CITY CODE, "MUNICIPAL COURT," AT SECTIONS 38-13 AND 38-73

Sponsored by: William S. Stimpson, Mayor

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

SECTION 1: FINDINGS AND PURPOSE

The municipal Court of the City of Mobile, complies with the laws of the State of Alabama and the Code of the City of Mobile. The City Council of the City of Mobile hereby repeals in their entirety Sections 38-13 and 38-73 of the City Code and replaces them as follows:

SECTION 2: WORKING OUT JUDGMENT

Section 38-13 of the Mobile City Code is hereby repealed in its entirety and the following is adopted in substitution therefor:

Sec. 38-13. Working out judgment.

The judgment of the municipal court may provide that if a fine and costs are not paid within the time prescribed, the defendant shall work out the amount of the judgment under the direction of the municipal authority, allowing not less than ten dollars ($10.00) for each day's service.

SECTION 3: APPEAL BOND

Section 38-73 of the Mobile City Code is hereby repealed in its entirety and the following is adopted in substitution therefor:

Sec. 38-73. Appeal bond.

A defendant may appeal in any case within fourteen (14) days from the entry of judgment by filing notice of appeal and giving bond, with or without surety, approved by the court or the clerk in an amount not more than twice the amount of the fine and costs, as fixed by the court, or in the event no fine is levied the bond shall be in an amount not to exceed one thousand dollars ($1,000.00) or such other amount hereafter authorized by State law, as fixed by the court, conditioned upon the defendant's appearance before the circuit court. The municipal court may waive appearance bond upon satisfactory showing that the defendant is indigent or otherwise unable to provide a surety bond. If an appeal bond is waived, a defendant sentenced to imprisonment shall not be released from custody, but may obtain release at any time by filing a bond approved by the municipal court.

SECTION 4:

SEVERABILITY: In the event that any section, subsection, sentence, clause or phrase of this Chapter shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this Chapter, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof.

SECTION 5:

REPEALER: All City Code sections and ordinances or parts of City Code sections and ordinances in conflict are repealed upon the effective date of this Ordinance.

SECTION 6:

EFFECTIVE DATE: This Ordinance shall become effective upon its adoption and publication as required by law.

Adopted:

_____

City Clerk

\\Citylawsrv\cycom\WPDocs\D007\P005\00117029.docx

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Ricardo Woods, City Attorney

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
lease	Cover Memo	6/27/2023
exhibits	Cover Memo	6/27/2023
ordinance	Cover Memo	6/27/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/27/2023 - 8:40 AM

STATE OF ALABAMA

COUNTY OF MOBILE

LEASE AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2023, by and between the **City of Mobile** (which will hereinafter be referred to as the "**City**") and the **Board of School Commissioners of Mobile County**, (which will hereinafter be referred to as the "**Tenant**") (collectively the "**Parties**").

WITNESSETH

WHEREAS, the City is the fee owner of the parcels described in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, the parcels described in Exhibit A have been subject to a 99-year lease entered into between the Parties on February 13, 1973 and amended May 29, 1973 to correct the legal description (the 99-year lease and all amendments thereto together will collective be referred to herein as the "**Original Lease**"), and Tenant has been operating Williamson High School and Middle Grades Preparatory Academy ("**Williamson**") on said parcels pursuant to the terms thereof;

WHEREAS, the Original Lease became void when neither the Original Lease itself nor a memorandum thereof was recorded within the time frame required under Ala. Code § 35-4-6; and

WHEREAS, the Parties desire to enter into this Agreement so that there is an enforceable lease agreement providing the terms under which the Tenant may continue to lease and use the parcels described in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties hereto agree that this Lease shall supersede and replace the Original Lease, and further agree as follows:

1. Agreement to Lease:

(a) Tenant agrees to lease from the City the parcels described in Exhibit A and shown in Exhibit B (the "**Leased Premises**") on the terms and conditions hereinafter set out for the "**Lease Term**" which shall be a 99-year period beginning on the above-stated date being the same date this Agreement was executed by both Parties (the "**Commencement Date**") and ending on the 99th anniversary of the Commencement Date.

2. Leased Premises:

(a) Tenant has inspected the Leased Premises, and accepts it "AS IS" and has concluded it is adequate for Tenant's continued operation of Williamson and the construction of a new stadium.

(b) Tenant understands that Parcel G referenced in Exhibit A shall be included in the "Leased Premises," and subject to this Agreement, as soon as the parcel has been properly vacated by the City. Once the vacation document has been recorded by the City, the Parties agree to enter an amendment agreement updating the legal description for Parcel G in Exhibit A.

(c) Tenant shall not make any alterations to the Leased Premises without the prior written consent of the majority of its Board, however, if the Board's bylaws require unanimous consent for such action to be taken, then such unanimous consent shall be required in order for the alternation to be permitted by this Agreement.

3. Occupancy and Use:

(a) Tenant may occupy the Leased Premises at all times during the Lease Term.

(b) Nothing contained herein is intended to restrict the right of entry or access of the City, its designees, its staff, and emergency and security personnel, it being specifically acknowledged by the Tenant that the City, its designees, its staff, and emergency and security personnel, shall have access to and right of entry to all areas of the Leased Premises at all times, except that access to any buildings including the planned new stadium on the Leased Premises shall require prior consent from the Tenant, which shall not be unreasonably withheld.

4. Rent, Expenses, and Costs:

(a) As consideration for the use of the Leased Premises, Tenant shall pay the City, rent in the amount of **One and No/100 Dollars ($1.00)** for the entire Lease Term, receipt of which is hereby acknowledged by the City.

(b) The Tenant shall be responsible for ensuring that Tenant employs or contracts for a reasonable amount of security and maintenance personnel on the Leased Premises at the times needed throughout the Lease Term, and Tenant shall be solely responsible for maintenance, repairs, cleanup and any damages with respect to the Leased Premises which were not caused by the City.

5. Taxes, Licenses, Permits, Assessments:

(a) The Tenant shall be responsible for the collection and payment of any taxes, including sales taxes, that are due to state or local government from proceeds

received by Tenant as a result of the occupancy of use of the Leased Premises or the performance of any service by Tenant upon the Leased Premises, or as a result of the sale by Tenant of tickets to a sporting event or any other item, novelty or commodity sold at the Leased Premises by Tenant.

(b) The Tenant shall be responsible for ensuring that Tenant obtains all necessary State and local business licenses required for Tenant's operation and use of the Leased Premises. Copies of all licenses and permits shall be provided by Tenant to the City upon written request from the City.

(c) The City shall not be liable for the payment of any tax, late charge, or penalty of any nature incurred by Tenant in Tenant's use of the Leased Premises, or any revenue received by or payments made to or by Tenant. Tenant shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises or imposts, whether general or special or ordinary or extraordinary, or every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind, which may be levied, assessed, charged or imposed, or which may become a lien or charge against this Agreement or the property of the Tenant or of the City, caused or incurred by Tenant in its use of the Leased Premises.

6. Limitations on Use:

(a) Tenant shall not commit, allow or permit:

(i) Any waste or damage to, on, or about the Leased Premises;
(ii) Any unlawful or immoral uses or acts in, on, or about the Leased Premises;
(iii) Any uses or acts so as to injure persons or property in, on or about the Leased Premises; or,
(iv) Any nuisance in, on, or about the Leased Premises.

(b) Tenant shall comply with all legal requirements governing the use and the occupancy of the Leased Premises contemplated by this Agreement.

(c) Tenant shall not cause or permit Hazardous Material to be used, stored, or generated on, or transported to and from the Leased Premises in amounts prohibited by any applicable local, state or federal environmental law. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", toxic substances", or "solid waste" in any applicable local, state or federal environmental law.

7. Civil Rights Act.

During the performance of this Agreement, Tenant shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.

8. Americans With Disabilities Act.

Tenant shall be responsible for ensuring that the Leased Premises complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as Tenant modifies, rearranges or sets up the Leased Premises in order to accommodate Tenant's usage. Tenant shall be responsible for any violations of the ADA on the Leased Premises as long as such violation was not caused by the City.

9. Insurance.

Tenant is self-insured for General Liability under the Alabama Trust for Boards of Education ($1,000,000 for each claim made, $2,000,000 in the aggregate).

10. Termination and Default.

The bankruptcy or insolvency of the Tenant, the failure to retain the liability coverage described above or similar coverage, Tenant's failure to secure the proper licenses or permits (those required by applicable law), or Tenant's failure to perform any other obligations hereunder shall be an "**Event of Default**" by Tenant. The City shall have the right to terminate this Agreement if Tenant ceases to use the Leased Premises for the purposes described herein.

The waiver by either party of any Event of Default, or other default, breach or violation of the terms of this Agreement, or the failure by either Party to enforce any of the provisions of this Agreement, or any rights herein, shall not in any respect limit, prejudice, diminish or constitute a waiver of any other right to otherwise act as allowed by law or this Agreement with respect to that Event of Default, default, breach or violation or of any continuing, prior, contemporaneous, or subsequent Event of Default, default, breach or violation, or to enforce any provisions or rights allowed under this Agreement.

11. Assignment:

This Agreement is not assignable or transferable without the prior written approval of the other Party. Tenant shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of the City.

This Agreement and the rights and obligations set forth herein shall inure only to the benefit of, and be binding only upon, the Parties hereto and their respective permitted successors and assigns. This Agreement shall not be construed as giving any person, other than the Parties hereto and their permitted successors and assigns any legal or equitable right, remedy or claim under or arising out of this Agreement, it being for the sole and exclusive benefit of the Parties and their permitted successors and assigns.

12. Severability:

The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

17. Headings:

The paragraph headings are meant to be descriptive only and are not intended to affect or limit the content of the paragraph, nor are they to be used in interpreting the meaning of the paragraph or of this Agreement, it being intended that they only be used as a means to reference the provisions of this Agreement.

18. Singular and Plural:

Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

19. Counterparts:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement.

20. Notices:

Any notice given pursuant to this Agreement shall be in writing and shall be transmitted to the City or to the Tenant, as the case may be as follows:

Notice to the City:

205 Government Street
Mobile, AL 36602
Attn: City Clerk

With copy to:

205 Government Street
Mobile, AL 36602
Attn: City Attorney

Notice to the Tenant:

Board of School Commissioners of Mobile County
Attn: Superintendent
1 Magnum Pass (physical)
P.O. Box 180069 (mailing)
Mobile, Alabama 36618

Any changes to the notice information for the Parties above must be provided to the other Party in advance and in writing.

21. Governing Law:

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to otherwise applicable principles of conflicts of law. Venue shall be in the Circuit Court of Mobile County, Alabama.

22. Entire Agreement:

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the Parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in writing executed by each of the Parties hereto.

23. Force Majeure:

The Parties shall be liable to or responsible to the other for any future performance (future performance does not include the payment of monies then owed) prevented by an act of God, an occurrence of nature, pandemic, epidemic, an act of war, or because of a governmental prohibition.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

WHEREFORE, the Parties have signed this Agreement on the date above first written.

THE CITY OF MOBILE
By:_____
WILLIAM S. STIMPSON
As Its: Mayor

ATTEST:

_____
City Clerk

BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY

By:_____
CHRESAL D. THREADGILL
As Its: Superintendent

EXHIBIT A

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel A

That parcel of land being bounded by a line described as follows, to wit: Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 West, run thence West along the Half Section line 240.00 feet to a point; thence run South 00 degrees, 12 minutes East, 339.20 feet to the point of beginning of the property herein described; thence continue South 00 degrees 12 minutes East, 451.75 feet to a point, said point being the Southeast corner of property conveyed to Pate by Sweeney, by instrument recorded in Deed Book 572, page 132 of the Probate Court Records of Mobile County, Alabama; thence run West along the South line of property conveyed to Pate by Sweeney, a distance of 840.42 feet to a point on the East line of the 100 foot right of way of the Alabama Power Company; thence run North along said East line, and a projection thereof a distance of 295.60 feet to a point; on the North line of said 100 foot right of way; thence run West along said North line and a projection thereof a distance of 246.72 feet, more or less, to a point on the East line of Antwerp Street; thence along the East line of Antwerp Street run North 605.36 feet to the Southeast corner of Antwerp and Dublin Streets; thence along the South line of Dublin Street run North 69 degrees 44 minutes East, 398.15 feet to the Southwest corner of Dublin Street and Swallow Drive; thence along the West line of Swallow Drive run South 00 degrees 01 minutes West, 636.82 feet to a point where the South line of Kingbird Drive, if extended Westwardly, would intersect; thence along said extension and along the South line of Kingbird Drive run South 89 degrees 59 minutes East, 441.80 feet to the P.C. of a curve to the left, said curve having a radius of 172.37 feet; thence along the arc of said curve and along the South line of Kingbird Drive run Eastwardly 134.69 feet to a point which bears North 67 degrees 37 minutes 50 seconds East, 131.29 feet from the P.C. of said curve; thence run South 89 degrees 59 minutes East, 149.28 feet to the point of beginning.

Parcel B

That parcel of land being bounded by a line more particularly described as follows, to-wit: From the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 West, Mobile County, Alabama, run West a distance of 240.00 feet to a point, thence South 0 degrees 07 minutes 30 seconds East a distance of 494.40 feet to a point, thence West a distance of 937.75 feet to the point on the West line of the 100 foot right of way of Alabama Power Company for the point of beginning of the property herein described; thence South and along said West line parallel with the East line of Antwerp Street a distance of 284.6 feet, more or less to a point on the North line of property conveyed by John C. McAleer, Sr. to James Smith and Johnnie V. Smith by deed dated October 1, 1956 and recorded in Real Property Book 323, page 619 of the records in the Office of the Judge of Probate of Mobile County, Alabama, thence West and along said North line a distance of 145.0 feet to a point of the East line of Antwerp Street, thence North along the

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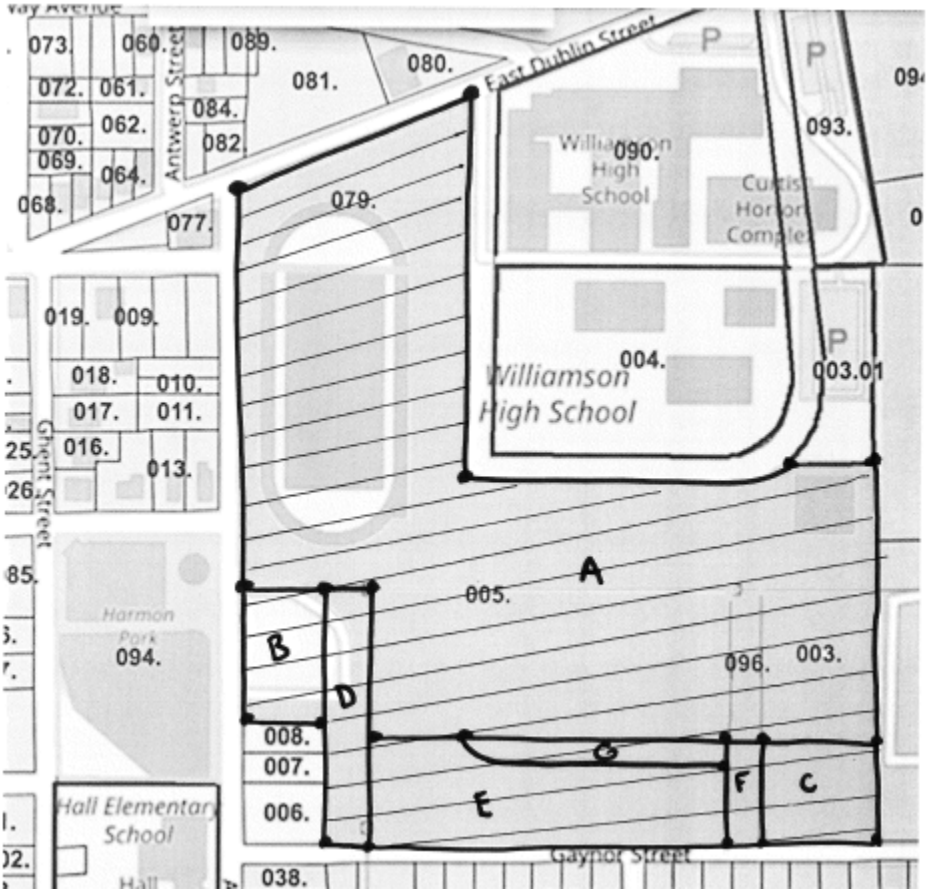

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East line of Antwerp Street a distance of 284.6 feet, more or less to a point on the South line of the property of J. F. Pate, thence East and along said South line and parallel with the North line of Gaynor Street a distance of 145.00 feet to the point of beginning.

Parcel C

From the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 West, Mobile County, Alabama run West a distance of 240.00 feet to a point, thence South 0 degrees, 07 minutes, 30 seconds East a distance of 494.40 feet to a point, thence South 0 degrees, 12 minutes East, a distance of 295.6 feet to the point of beginning of the property herein described (said point being on the South line of the property of J. F. Pate), thence continue South 0 degrees 12 minutes East a distance of 199.75 feet to a point on the North line of Gaynor Street, thence West along the North line of Gaynor Street a distance of 201.12 feet to the Northeast corner of Gaynor Street and Swan Drive, thence North 0 degrees 02 minutes, 45 seconds West along the East line of Swan Drive a distance of 199.75 feet to a point on the South line of said Pate property, thence East and parallel with the North line of Gaynor Street a distance of 200.86 feet to the point of beginning.

Parcel D

From the Northeast corner of the Northeast One-Quarter of the Southeast One-Quarter of Section 28, Township 4 South, Range 1 West, Mobile County, Alabama, run West a distance of 240.0 feet; thence South 0 degrees 07 minutes 30 seconds East a distance of 494.4 feet to a point; run thence South 0 degrees 12 minutes East a distance of 495.35 feet to a point on the North line of Gaynor Street; run thence West along the North line of Gaynor Street a distance of 839.46 feet to the East line of the 100 foot right of way of Alabama Power Company for the point of beginning of the property herein described; thence continue West along the North line of Gaynor Street a distance of 100 feet to a point on the West line of said right of way; run thence North along said West right of way line a distance of 495.35 feet to an angle point in said right of way line, run thence East and along the North line of said right of way a distance of 100 feet to a point on the projection of the East line of said right of way; run thence South along the projection of and along the said East line 495.35 feet to a point on the North line of Gaynor Street which is the point of beginning.

Parcel E

From the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 West, Mobile County, Alabama, run West a distance of 240.0 feet, thence South 0 degrees, 07 minutes 30 seconds East, a distance of 494.4 feet to a point, thence South 0 degrees 12 minutes East a distance of 495.35 feet to a point on the North line of Gaynor Street, thence West along the North line of Gaynor Street a distance of 251.12 feet to the Northwest corner of Gaynor Street and Swan Drive for the point of beginning of the property herein described, thence continue West along the North line of Gaynor Street a distance of 588.34 feet to a point on the East line of the 100 foot right of way of the Alabama Power Company, thence North on said East line a distance of 199.75 feet to a point on the South line of the property of J. F. Pate, thence East and along said South line and parallel

with the North line of Gaynor Street a distance of 157.25 feet to a point on a 84 foot radius curve to the left and the South line of Kingfisher Drive, thence Southeastwardly along the arc of said curve and the South line of Kingfisher Drive a distance of 54.99 feet to the point of tangency, thence North 89 degrees 58 minutes 30 seconds East along the South line of Kingfisher Drive a distance of 375.94 feet to the Southwest corner of Kingfisher Drive and Swan Drive, thence South 0 degrees 02 minutes 45 seconds East along the West line of Swan Drive a distance of 180.59 feet to the point of beginning.

Parcel F

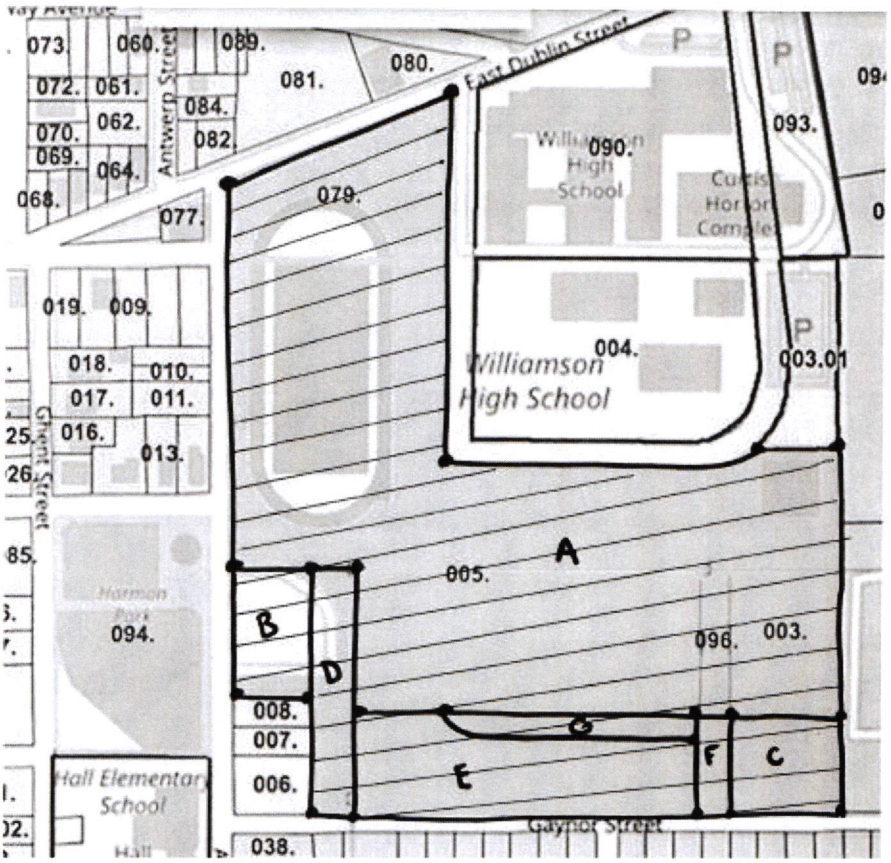
That portion of the vacated right of way of Swan Street lying North of Gaynor Street and South of the property conveyed to the City of Mobile, a municipal corporation, by Warranty Deed dated September 16, 1969 and recorded in Real Property Book 932, page 87.

Parcel G

The vacated right of way of Kingfisher Drive as evidence by _____.

EXHIBIT B

Parcels A through G described in Exhibit A are shown below.



88-030 2023

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT THEREOF WITH THE BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY

Sponsored by: Mayor William S. Stimpson

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be leased to the Board of School Commissioners of Mobile County:

SEE ATTACHED EXHIBIT 'A' AND 'B'

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Lease Agreement for the property shown above.

SECTION THREE: Said Lease Agreement is by reference made a part of this Ordinance as fully as it set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this Ordinance in accordance with the terms and conditions set forth in Resolution No. 40-342, adopted April 15, 1986.

Adopted:

_____

City Clerk

L:\Cycom32\WpDocs\D030\P001\00009578.DOC

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	6/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 3:24 PM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail Liquor License
Submitted by:	Bottles Up Mobile, Inc.
Location:	July 4th Celebration 1 Government Street Cooper Riverside Park Mobile, AL 36602

Adopted:

_____

City Clerk

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	City Council Agenda Date
June 22, 2023	NEW APPLICATION	2023 - 5589	June 27, 2023

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

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

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

JULY 4TH CELEBRATION

Location Address

1 GOVERNMENT ST (COOPER RIVERSIDE PARK) MOBILE AL 36602

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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June 22, 2023	NEW APPLICATION	2023 - 5589	June 27, 2023

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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

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

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Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

JULY 4TH CELEBRATION

Location Address

1 GOVERNMENT ST (COOPER RIVERSIDE PARK) MOBILE AL 36602

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

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

Date to City Clerk	Application Type	Application Number	City Council Agenda Date
June 22, 2023	NEW APPLICATION	2023 - 5589	June 27, 2023

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

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

JULY 4TH CELEBRATION

Location Address

1 GOVERNMENT ST (COOPER RIVERSIDE PARK) MOBILE AL 36602

Business Contact Person Information			
Name	Title	Phone	Email
T BRATTON MCGREGOR	OWNER	(251) 604-4776	BARGUY@BOTTLESUPMOBILE.COM

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

What is/was the start date of this business?

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

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	City Council Agenda Date
June 13, 2023	NEW APPLICATION	2023 - 5589	June 27, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
140 - SPECIAL EVENTS RETAIL	

Business Information

Legal Business Name	Trade Name (DBA)
BOTTLES UP MOBILE INC	JULY 4TH CELEBRATION

Business Structure Type	Incorporation Date	Entity ID	State	County
CORP - CORPORATION	12.22.2021	958 345	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
87-4118229	R011297283

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
1 GOVERNMENT ST (COOPER RIVERSIDE PARK)	MOBILE	AL	36602

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
10349 TAYLOR HARPER BLVD	GRAND BAY	AL	36541

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
STAFFING	

Business Contact Person Information

Name	Title	Phone	Email
T BRATTON MCGREGOR	OWNER ☐ POA	(251) 604-4776	BARGUY@BOTTLESUPMOBILE.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)

License Type	License Number	Any ABC Pending Actions

Land/Building Information

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

Property Owner Name	Prop Owner Phone	Property Owner Email
CITY OF MOBILE	2512081551	

Property Owner Address	City	State	Zip Code
205 GOVERNMENT STREET	MOBILE	AL	36654

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
0	0	YES	NO	SINGLE	OTHER

Do the premises have a fully equipped and operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

City of Mobile Alcoholic Beverage License Application

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

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
MCGREGOR, THOMAS BRATTON	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
10349 TAYLOR HARPER BLVD	GRAND BAY	AL	36541-2801
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
.	SAUDI ARABIA	[redacted]	(251) 604-4776

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

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

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

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

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

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

If YES, Violation	Arresting Agency	Arrest Date	Disposition

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

If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

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

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

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

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

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

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

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

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

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

Owner/Applicant Printed Name	Date
Bratton McGregor	6.14.23
Owner/Applicant Signature	**Title**
BM	President

Sworn to and subscribed before me this 14th day of JUNE 2023

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

Notary Stamp

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

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

June 14, 2023

SPEC EVNT - BOTTLES UP INC - CITY EVENTS

10349 TAYLOR HARPER BOULEVARD

GRAND BAY, AL 36541 USA

ACCOUNT NUMBER: 124969 TERRITORY A-L

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT DUE	PENATLY DUE	INTEREST DUE	AMOUNT PAID
1512827	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$250.00	$0.00	$0.00	$200.00

TOTAL AMOUNT DUE 10 DAYS AFTER INVOICE DATE:

$50.00*

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

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

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

City of Mobile Alcoholic Beverage License Application

Required Documentation Checklist

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

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

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

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

Person Completeing Application Printed Name	Date
Bratton McGregor	6.13.23
Person Completeing Application Signature	**Title**
B McGreg	President

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

City of Mobile Alcoholic Beverage License Application

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

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
6.13.23		12.27.21	

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number

License Type applied for with Alabama ABC Board	

Business Information

Business Description/Activity	Other Explain
OTHER (explain)	Beverage Catering Services

Legal Business Name	Trade Name (DBA)
Bottles Up Mobile Inc.	Bottles Up Mobile Inc.

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
	12.27.23	n/a

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
10349 Taylor Harper Blvd.		AL	

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Grand Bay	AL	36541	

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
10349 Taylor Harper Blvd.			

City	State	Zip Code	Business Phone Number	Building Type
Grand Bay	AL	36541		

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
2516044776	87-4118229	R011297283	

Business Contact Person Information

Name	Title	Phone	Email
Bratton McGregor	President	2516044776	barguy@bottlesupmobile.com

Land/Building Information

Do you own or rent/lease the property?

Property Owner Name	Do you have a legal description of property?
City of Mobile	Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
205 Government St.	251.208.1551	jonni.nottingham@cityofmobile.org

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
			n/a	n/a

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

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person)			Copy of Driver's License Must Be Provided		
Full Name (Last, First, Middle)			Title (Member, Owner, Officer)		If Member/Officer, Position
Bratton McGregor			President		
Race	Sex	Date of Birth	Home Address		
n/a			10349 Taylor Harper Blvd.		
Social Security Number	Drivers License (State, Number)		City	State	Zip Code
			Grand Bay	AL	36541
Place of Birth (City, State, Nation)			Mobile Number	Email	
Saudi Arabia			2516044776	barguy@bottlesupmobile.com	

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

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

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

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

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

1-787 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 07-08-2021

THOMAS BRATTON MCGREGOR
10349 TAYLOR HARPER BLVD GRAND BAY
AL 36541

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

THOMAS BRATTON MCGREGOR

Search Completed Result **07-08-2021** **E2021189000000211368**

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number: XXX-XX-0331

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Scott A. Rago
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF FORMATION

1. THE NAME OF THE CORPORATION

BOTTLES UP MOBILE, INC

2. THIS FORM WAS PREPARED BY:

THOMAS B MCGREGOR

3. THE STREET (NO PO BOXES) ADDRESS OF PRINCIPAL OFFICE:

MAILING ADDRESS IN ALABAMA OF PRINCIPAL OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

THOMAS B MCGREGOR
10349 TAYLOR HARPER BLVD
GRAND BAY, AL 36541
MOBILE

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State

958-345 D/C

Date	12/22/2021
Time	15:54:00
File	$100.00
County	$100.00
Exp	$0.00
Total	$200.00

5. PURPOSE FOR WHICH CORPORATION IS FORMED (THE PURPOSE INCLUDES THE TRANSACTION OF ANY LAWFUL BUSINESS FOR WHICH CORPORATIONS MAY BE INCORPORATED IN ALABAMA UNDER TITLE 10A, CHAPTER 2A OF THE CODE OF ALABAMA.):

CATERING SERVICE - BAR AND ANY OTHER LEGAL PURPOSE

6. NUMBER OF SHARES THE CORPORATION IS AUTHORIZED TO ISSUE: 1 PAR VALUE (OPTIONAL): 1,000

7. PERIOD OF DURATION SHALL BE PERPETUAL UNLESS STATED OTHERWISE BY AN ATTACHED EXHIBIT.

8. INCORPORATOR(S)

Incorporator	Office Address	Mailing Address
THOMAS B MCGREGOR B	[illegible]	[illegible]

10. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☐ ATTACHED ARE ANY OTHER PROVISIONS THAT ARE NOT INCONSISTENT WITH LAW RELATING TO ORGANIZATION, OWNERSHIP, GOVERNANCE, BUSINESS, OR AFFAIRS OF THE CORPORATION.

12/22/2021
DATE

THOMAS B MCGREGOR PRESIDENT
ELECTRONIC SIGNATURE & TITLE/CAPACITY

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

BOTTLES UP MOBILE, INC

This name reservation is for the exclusive use of THOMAS B MCGREGOR, 10349 TAYLOR HARPER BLVD, GRAND BAY, AL 36541 for a period of one year beginning December 22, 2021 and expiring December 22, 2022

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

December 22, 2021

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES992969

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

Date of this notice: 12-27-2021

Employer Identification Number:
87-4118229

Form: SS-4

Number of this notice: CP 575 A

BOTTLES UP MOBILE INC
10349 TAYLOR HARPER BLVD
GRAND BAY, AL 36541

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 87-4118229. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

Form 941	04/30/2022
Form 940	01/31/2023
Form 1120	04/15/2022

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

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

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

BOTTLES UP MOBILE INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011297283	01/1/2023	12/31/2023

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

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 722320

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

10349 TAYLOR HARPER BLVD GRAND BAY AL 36541-2801

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcohol License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

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

1 Government St., Mobile, AL 36602. - Cooper Riverside Park

The above described property is [Ownership Type] to/by [Company Name: City of Mobile]

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

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

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

Sworn to and subscribed before me this _____ day of _____ 20____

Notary Printed Name	Notary Signature	My (Notary) Commission Expires

Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
Owner of Property (Signature)	Applicant Name (Signature)
Address	Address
205 Government St.	
City, State, Zip	City, State, Zip
Date Agreement Signed	Date Agreement Signed

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

Owner/Applicant Printed Name	Date
B Mc	President - 6.13.23
Owner/Applicant Signature	Title

City of Mobile
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

PARKS AND RECREATION

To Whom It May Concern,

The City of Mobile Parks and Recreation Department will be hosting an event, July 4th Celebration, on 7/4/23. The event will begin at 4:00pm and end at 9:30pm.

The July 4th Celebration event takes place at Cooper Riverside Park, 1 Government Street, Mobile, AL 36602.

The City of Mobile will be leasing space at the event to Bottles Up Mobile, Inc. to provide bar services during the event. Bottles Up Mobile, Inc. will be able to set up a bar location within the event space, in Cooper Riverside Park, during the event hours on 7/4/23.

If you have any questions, please feel free to reach out.

Thank you,

Kati Wigfield

Kati Wigfield
City Events Specialist
City of Mobile Parks and Recreation Department
Events Division

City of Mobile
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

PARKS AND RECREATION

Scheduling Confirmation

Facility: Cooper Riverside Park –1 Government Street, Mobile, AL 36602

Applicant: Bottles Up Mobile, Inc. 10349 Taylor Harper Blvd., Grand Bay, AL 36541 - (251) 604-4776

Event: July 4th Celebration

Reservation Date

From: 7/4/23 at 4:00pm
To: 7/4/23 at 9:30pm

Reservation Fee: $0.00
Security Deposit: $0.00
Total Amount: $0.00

Payment Records
Amount Paid: $0.00
Amount Due: $0.00

B McGee

Applicant Signature

Katie Wigfield

Rentals Representative Signature

6.13.23

Date

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

City Council

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	6/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 3:25 PM

R E S O L U T I O N

Sponsored by: City Council

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor Class II (Package Store) License
Submitted by:	Hillwood Liquors, LLC
Location:	Hillwood Liquors 2370 Hillcrest Road, Suite K Mobile, AL 36695

Adopted:

_____

City Clerk

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	City Council Agenda Date
June 9, 2023	NEW APPLICATION	2023 - 5588	June 27, 2023

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

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

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

HILLWOOD LIQUORS LLC

Trade Name (DBA)

HILLWOOD LIQUORS

Location Address

2370 HILLCREST ROAD STE K MOBILE AL 36695

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

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

CITY CLERK
LISA C. LAMBERT

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Date to City Clerk	Application Type	Application Number	City Council Agenda Date
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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

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

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

HILLWOOD LIQUORS LLC

Trade Name (DBA)

HILLWOOD LIQUORS

Location Address

2370 HILLCREST ROAD STE K MOBILE AL 36695

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

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

Date: **June 15, 2023**

Re: **Application # 5588 / 2370 Hillcrest Rd. Ste. K**

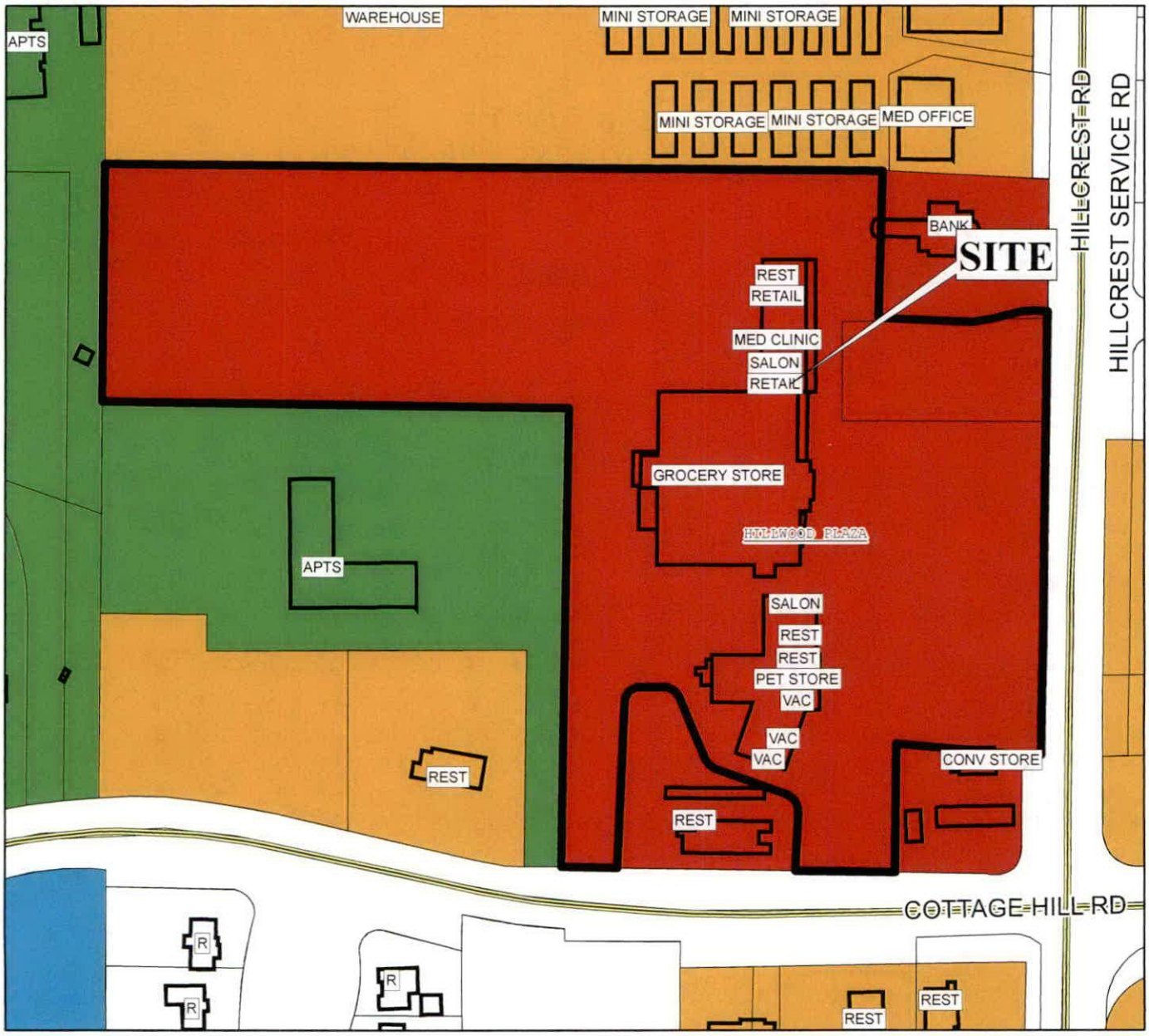
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a package store with retail liquor sales is a permitted use in this zoning district.

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

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

The site is located in District # 6.

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5588 DATE JUNE 27, 2023

APPLICANT HILLWOOD LIQUORS LLC

LOCATION 2370 HILLCREST RD STE K

REQUEST ALCOHOLIC BEVERAGE LICENSE

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

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

City of Mobile Alcoholic Beverage License Approval Request

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

Date to City Clerk	Application Type	Application Number	City Council Agenda Date
June 9, 2023	NEW APPLICATION	2023 - 5588	June 27, 2023

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

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

HILLWOOD LIQUORS LLC

Trade Name (DBA)

HILLWOOD LIQUORS

Location Address

2370 HILLCREST ROAD STE K MOBILE AL 36695

Business Contact Person Information			
Name	Title	Phone	Email
AMIT S PATEL	MEMBER	(215) 687-0809	AQP5003@GMAIL.COM

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

What is/was the start date of this business? **07.06.2023**

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

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
June 9, 2023	NEW APPLICATION	2023 - 5588	125831	June 27, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)	

Business Information

Legal Business Name	Trade Name (DBA)
HILLWOOD LIQUORS LLC	HILLWOOD LIQUORS

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	04.23.2023	001-07-814	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
92-3677876	R011840926

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
2370 HILLCREST ROAD STE K	MOBILE	AL	36695

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
2370 HILLCREST ROAD STE K	MOBILE	AL	36695

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

Business Contact Person Information

Name	Title	Phone	Email
AMIT S PATEL	MEMBER ☐ POA	(215) 687-0809	AQP5003@GMAIL.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

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

Property Owner Name	Prop Owner Phone	Property Owner Email
H&C DEVELOPMENT INC	251.471.1000	

Property Owner Address	City	State	Zip Code
PO BOX 7475	MOBILE	AL	36670

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
1,150	0	YES	NO	ONE STORY	OTHER - STRIP MALL

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

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

Is the business equipped with services and facilities for on premises consumption? **NO**

Will the business be operated primarily as a package store? **YES**

City of Mobile Alcoholic Beverage License Application

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

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)		
PATEL, AMIT SUNILKUMAR	MEMBER			
Home Street Address	**City**	**State**	**Zip Code**	
6104 MACARTHUR PLACE COURT SOUTH	MOBILE	AL	36609-5197	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**	
-	GUJARAT INDIA	[redacted]	(215) 687-0809	

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

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

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

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	SHREE RAMJI LLC	PALMERS GROCERY #2	8989 HWY 90 IRVINGTON 36544

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)		
PATEL, VISHAL VIJAY	MEMBER	AL 7181615		
Home Street Address	**City**	**State**	**Zip Code**	
7340 ISLE OF PALMS DRIVE	MOBILE	AL	36695-5520	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**	
December 15, 1984	GAUTIER MS USA	[redacted]	(251) 776-3546	

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

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

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

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	VAPE LIQUIDATORS LLC	PALMERS SMOKESHOP	1956 S UNIVERSITY BLV STE I MOBILE 36609
	SIP & SMOKE LLC	SIP & SMOKE LIQUORS	5212 COTTAGE HILL RD STE E MOBILE 36609
	SHREE RAJ SHYAMA LLC	C PAK GROCERY	8755 GRANDBAY WILMER RD GBAY 36541

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

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

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

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

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

City of Mobile Alcoholic Beverage License Application

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

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)		
PATEL, PINALBHAI YASHVANTKUMAR	MEMBER			

Home Street Address	City	State	Zip Code
8517 MIMOSA LANE	MOBILE	AL	36619-4017

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile Number
	GUJARAT INDIA		(251) 644-1475

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

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

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

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	SHREE RAJ SHYAMA LLC	C PAK GROCERY	8755 GRAND BAY WILMER ROAD GBAY 36541
	VAPE LIQUIDATORS LLC	PALMERS SMOKE SHOP	1956 S UNIVERSITY BLV STE I MOBILE 36609
	SIP & SMOKE LLC	SIP & SMOKE LIQUORS	5212 COTTAGE HILL RD STE E MOBILE 36609

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	

Home Street Address	City	State	Zip Code

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile Number

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

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

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

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

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

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

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

Owner/Applicant Printed Name	Date
Hunt Patrick	6/9/23
Owner/Applicant Signature	**Title**
Hunt Patrick	owner

Sworn to and subscribed before me this 9th day of SEPTEMBER 20 23

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

Notary Stamp

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

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

June 9, 2023

HILLWOOD LIQUORS

2370 HILLCREST ROAD STE K

MOBILE, AL 36695 USA

ACCOUNT NUMBER: 125831 TERRITORY 6

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT DUE	PENATLY DUE	INTEREST DUE	AMOUNT PAID
1574766	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE 10 DAYS AFTER INVOICE DATE:

$50.00*

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

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

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

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

034359-0004 EDIE A. 06/09/2023 10:48AM

BUSINESS LICENSE
HILLWOOD LIQUORS LLC
125831
2023 Item: 1574766
ALCOHOL APPLICATION
FEE 50.00

50.00

Subtotal **50.00**
TP CC FEE 2.50
Total **52.50**

REVENUE CC 52.50
**********004
Ref=a127ce7e-385f-4d12-a4b7-650861081e46
Auth=807418

Change due **0.00**

Paid by: HILLWOOD LIQUORS LLC

Thank you for your payment

CUSTOMER COPY

Skinner, Shawn

From: Amit Patel <aqp5003@gmail.com>
Sent: Thursday, June 8, 2023 12:47 PM
To: Skinner, Shawn
Subject: Hillwood Liquors
Attachments: Hillwood City App Finish .pdf

You don't often get email from aqp5003@gmail.com. Learn why this is important

CAUTION: External Email

i believe i have got all document but if i messing anything please let me know i will try to get it soon as possible and july 6th we want to shoot for opening date thank you for your help

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230522134216665

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** $300.00 **County:** $300.00

Type License: 990 - TOBACCO ONLY **State:** $0.00 **County:** $0.00

Trade Name: HILLWOOD LIQUORS **Filing Fee:** $50.00

Applicant: HILLWOOD LIQUORS **Transfer Fee:**

Location Address: 2370 HILLCREST RD STE K MOBILE, AL 36695

Mailing Address: 8989 HWY 90 W IRVINGTON, AL 36544

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-07-814

Do you sell Draft Beer?:

Date Incorporated: 04/23/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 04/23/2023

Federal Tax ID: 92-3677876 **Alabama State Sales Tax ID:** R011840926

Name:	Title:	Date and Place of Birth:	Residence Address:
VISHAL VIJAY PATEL	MEMBER	MISSISSIPPI	
AMIT SUNIL KUMAR PATEL	MEMBER	INDIA	S
PINAL BHAI YASHVANTKUMAR PATEL	MEMBER	INDIA	

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

Contact Person: AMIT PATEL
Business Phone: 215-687-0809
Fax:

Home Phone: 215-687-0809
Cell Phone: 215-687-0809
E-mail: AQP5003@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230522134216665

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: H AND C DEVELOPMENT INC 251-234-7232
What is lessors primary business? PROPERTY RENTALS
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? YES
Building Dimensions Square Footage: 1150 Display Square Footage: 1000
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230522134216665

Signature page

Initial each	
AP	In reference to law violations, I attest to the truthfulness of the responses given within the application.
AP	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
AP	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XXXX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXXXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
AP	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
AP	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
AP	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Amit Patel

Signature of Applicant: Amit Patel

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: 6/8/23 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230522134216665

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
What is the applicant(s) primary source of funding?: PRIVATE FUNDS
License Covers: STE K

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20230522134216665
Application Payment Confirmation Number: 92025262

Payment Summary	
Payment Item	**Fee**
Application Fee for License 011 and License 990	$50.00
Total Amount to be Charged	**$50.00**

Application Information

Application Type: APPLICATION
License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
License Type 2: 990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS

Continue

Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 2.9.1

City of Mobile Alcoholic Beverage License Application

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

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
06/02/2023	NO		

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

License Type applied for with Alabama ABC Board: 011-Lounge Retail Liquor (Class 11) - Package Store

Business Information

Business Description/Activity	Other Explain
Package Store	Package Store

Legal Business Name	Trade Name (DBA)
Hillwood Liquors LLC	Hillwood Liqours

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LIMITED LIABILITY COMPANY (LLC)	4/24/23	2370 Hillcrest Rd Suite K

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
2370 Hillcrest rd Suite K	mobile	AL	36695

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Mobile	AL	36695	2370 Hillcrest Rd Suite K

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
2370 Hillcrest Rd Suite K	Mobile	AL	36695

City	State	Zip Code	Business Phone Number	Building Type
Mobile	AL	36695	2156870809	

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
2156870809	9236777876	R011840926	BUSINESS MAIL ADDRES

Business Contact Person Information

Name	Title	Phone	Email
Amit Patel	Owner	2156870809	Aqp5003@gmal.com

Land/Building Information

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

Property Owner Name	Do you have a legal description of property?
H&C Development INC	YES Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
P O BOX 7475	2514711000	

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Mobile	AL	36670		1150

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

City of Mobile Alcoholic Beverage License Application

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

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Amit Patel	Owner	

Race	Sex	Date of Birth	Home Address
Asian	MALE	04/10/1986	6104 Macauther Place Ct s

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
158067979	87111046	MOBILE	AL	36609

Place of Birth (City, State, Nation)	Mobile Number	Email
Gujarat India	2156870809	aqp503@gmail.com

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

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

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

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	Shree Ramji LLC	Palmers Grocery #2	8989 Hwy 90 Irvington AL 36544

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

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

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

May 10th, 2023

Dear Mr. Amit Patel,

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

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

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

Respectfully,

Michael B. Trotter

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

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX
TCN:0
NAME:PATEL,AMIT S
SOC:[redacted]
ABI RESULT:IDENT
SID: [redacted]

CERTIFIED COPY OF ALEA DOCUMENT

05-09-2023 14:12 ALLEA0049
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*OPR/AFIS *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID *
*-CIVIL APPLICANT RESPONSE- REPORT DATE: 05-09-2023 *
*NAME STATE ID NO. FBI ID NO. *
*PATEL,AMITKUMAR SUNILKUMER *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *
*M A 210 BRO BLK *
*SOCIAL SECURITY SCARS-MARKS-TATTOOS *
*ALIAS NAMES *
* PATEL,AMIT SUNILKUMAR *
* PATEL,AMIT S *
*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *
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SEQ # 4 MRI # [redacted]

City of Mobile Alcoholic Beverage License Application

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

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Vishal Patel	Owner	

Race	Sex	Date of Birth	Home Address
Asian	MALE	12/15/84	7340 ISLE OF PLAMS DR

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		MOBILE	AL	36695

Place of Birth (City, State, Nation)	Mobile Number	Email
Gautier, MS. USA	2517763546	Vishal1284@gmail.com

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

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

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

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	Vape liquidators LLC	Palms Smoke Shop	1956 S University Blvd Ste. I mobile AL 36609
	SIP & Smoke LLC	SIP & Smoke Liquors	5212 Cottage Hill Rd Ste E mobile AL 36609
	Shree Raj Shyamalk	C Park Grocery	~~5~~ 8755 Grandbay Wilmer Rd Grand Bay AL 36541

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

KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

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

HAL TAYLOR
SECRETARY

May 10th, 2023

Dear Mr. Vishal Patel,

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

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

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

Respectfully,

Michael B. Trotter

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

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:PATEL.VISHAL V
S(
ABI RESULT:IDENT

CERTIFIED COPY OF ALEA DOCUMENT

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05-09-2023 14:15  ALLEA0049                                      *
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*OPR/AFIS                                                        *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID                    *
*-CIVIL APPLICANT RESPONSE-           REPORT DATE: 05-09-2023    *
*NAME                          STATE ID NO.    FBI ID NO.        *
*PATEL,VISHAL VIJAY            AL03149913                        *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE   HAIR   POB              *
*M   A               510    210    BLK   BLK                    *
*SOCIAL SECURITY    SCARS-MARKS-TATTOOS                          *
                                                                 *
*ALIAS NAMES                                                     *
*  PATEL,VISHAL V                                                *
*FILE NUMBER BIRTH DATE  SOCIAL SECURITY   OCCUPATION            *
*                                  *                             *
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*LAST PAGE ON SI                                                 *

SEQ # 1162 MRI
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City of Mobile Alcoholic Beverage License Application

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

Full Name (Last, Fint, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Pinalbhai Patel	Owner	

Race	Sex	Date of Birth	Home Address
Asian	MALE	05/21/1975	8517 Mimosa Lane

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		MOBILE	AL	36619

Place of Birth (City, State, Nation)	Mobile Number	Email
Gujarat India	2516441475	Pinal31@yahoo.com

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

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

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

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	Shree Raj Shyama LLC	C Pak Grocery	~~8175~~ 8755 Grand Bay Wilmer rd Grand Bay AL 36541
	Vape Liquidators LLC	Palmers Smoke Shop	1956 S University Blvd Suite I Mobile AL 36609
	SIP & Smoke LLC	SIP & Smoke Liquors	5212 Cottage Hill Rd Suite E Mobile AL 36609

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

ALABAMA LAW ENFORCEMENT AGENCY

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

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

May 10th, 2023

Dear Mr. Pinal Patel,

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

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

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

Respectfully,

Michael B. Trotter

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

XXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXX
TCN:053 [illegible]17
NAME:PATEL PINAL Y
SOC [illegible]
ABI RESULT:IDENT
SIL [illegible]

CERTIFIED COPY OF ALEA DOCUMENT

05-09-2023 14:10 ALLEA0049
*ATN/[illegible]
*OPR/AFIS
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SI [illegible]
*-CIVIL APPLICANT RESPONSE- REPORT DATE: 05-09-2023
*NAME STATE ID NO. FBI ID NO.
*PATEL,PINALBHAI YASHVANTKUMAR
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB
*M A BRO BLK
*SOCIAL SECURITY SCARS-MARKS-TATTOOS
[illegible]
*ALIAS NAMES
* PATEL,PINAL Y
*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION
*
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*LAST PAGE ON SI[illegible]

SEQ # 1150 MRI #

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   Hillwood Liquors 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): Vishal Patel

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   7340 Isle of Palms Dr Mobile, AL 36695

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

   8989 Hwy 90 W Irvington, AL 36544 MOBILE

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-075-814 DLL

Date	04/24/2023
Time	17:14:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 4 / 24 / 2023 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 5 : 14 ○ 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).

4 / 24 / 2023
Date (MM/DD/YYYY)

VISHAL PATEL
Signature as required by 10A-5A-2.04

MEMBER
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Amit Patel		8989 Hwy 90 W Irvington, AL 36544
Pinal Patel		8989 Hwy 90 W Irvington, AL 36544

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

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

Hillwood Liquors LLC

This name reservation is for the exclusive use of VISHAL PATEL, 8989 HWY 90 W, Irvington, AL 36544 for a period of one year beginning April 24, 2023 and expiring April 24, 2024

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

April 24, 2023

Date

RES087699

Wes Allen **Secretary of State**

OPERATING AGREEMENT
of
HILLWOOD LIQUORS LLC

This Operating Agreement (the "Agreement") made and entered into this 25th day of April, 2023 (the "Execution Date"),

AMONGST:

Vishal Patel of 7340 Isle of Palms Dr Mobile, AL 36695,
Pinal Patel of 8517 Mimosa Ln Mobile, AL 36619, and
Amit Patel of 6104 MacArthur Place CT S Mobile AL 36695

(individually the "Member" and collectively the "Members").

BACKGROUND:

A. The Members wish to associate themselves as members of a limited liability company.

B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Alabama. The rights and obligations of the Members will be as stated in the Alabama Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be HILLWOOD LIQUORS LLC.

Purpose

3. Package Store.

Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 8989 HWY 90 W irvington, AL 36544 or such other place as the Members may from time to time designate.

Capital Contributions

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Vishal Patel		$50,000.00
Pinal Patel		$50,000.00
Amit Patel		$50,000.00

Allocation of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the Members in proportion to the Members' Capital Contributions inclusive of any Additional Capital Contributions.

8. Distributions to Members will be made in proportion to the Members' Capital Contributions inclusive of any Additional Capital Contributions.

9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.

14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of this Company is vested in the Members.

Authority to Bind Company

18. Any Member has the authority to bind the Company in contract.

Duty of Loyalty

19. Any Member may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.

22. Regular meetings of the Members will be held only as required.

Voting

23. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

24. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.

25. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to affect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

26. A Member may not withdraw from the Company without the unanimous consent of the remaining Members. Any such unauthorized withdrawal will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings.

27. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.

28. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

29. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application

by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

30. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

31. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.

32. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.

33. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

34. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

35. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of

withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

36. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

37. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.

38. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

39. A Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.

40. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

41. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

42. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

43. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

    a. in satisfaction of liabilities to creditors except Company obligations to current Members;

    b. in satisfaction of Company debt obligations to current Members; and then

    c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

44. The Company will at all times maintain accurate records of the following:

    a. Information regarding the status of the business and the financial condition of the Company.

    b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.

    c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.

    d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.

    e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

45. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

46. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

47. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

48. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

49. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income Tax.

Partnership Representative

50. Vishal Patel will be the partnership representative ("the Partnership Representative") with the sole authority to act on behalf of the Company in relation to IRS tax audits pursuant to Chapter 63 Subchapter C of the Internal Revenue Code of 1986.

51. The Partnership Representative is appointed for the current tax year and subsequent tax years until otherwise designated by the Members.

52. The Members will indemnify the Partnership Representative from and against all claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses brought by the Members or any of them in relation to any acts or omissions in the conduct of the role of Partnership Representative provided that the Partnership Representative is a Member, except to the extent that such losses result from, in whole or in part, the negligence, wilful misconduct or unlawful action of the Partnership Representative.

53. The Partnership Representative will promptly advise the Members of any audit of the Company initiated by the IRS and provide regular updates to the Members on the progress of such audits and any resulting settlement negotiations. The Partnership Representative will be generally accountable to the Members and will obtain the majority approval of the Members for (i) any decisions affecting the tax liability of the Company or the Members; and (ii) any decision finalizing tax settlement with the IRS.

54. The Partnership Representative may resign from the position by serving notice in writing on both the Company and the IRS. The Company, acting by majority vote, may revoke the designation of the Partnership Representative by serving notice on the Partnership Representative and the IRS and simultaneously appointing a new Partnership Representative for that taxable year.

55. Whether serving in an active capacity or not, any person who has served as Partnership Representative in respect of any given taxable year or portion thereof will remain accountable to the Company, throughout the period of limitation relating to that taxable year, in respect of any notification received from the IRS and will promptly advise the Company of any and all such correspondence.

56. In the event that a tax settlement reached between the IRS and the Partnership Representative is not satisfactory to one or more of the Members and the matter cannot be resolved through negotiation in good faith at a meeting of the Members, then, two weeks, or such longer period as the Members may agree, following such meeting the Members agree to submit the dispute to mediation.

Annual Report

57. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

a. A copy of the Company's federal income tax returns for that fiscal year.

Goodwill

58. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

59. The Members submit to the jurisdiction of the courts of the State of Alabama for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

60. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

61. No Member may do any act in contravention of this Agreement.

62. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

63. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

64. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

65. No Member may confess a judgment against the Company.

66. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

67. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

68. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

69. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

70. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Amendment of this Agreement

71. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

72. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

73. Time is of the essence in this Agreement.

74. This Agreement may be executed in counterparts.

75. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

76. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

77. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

78. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

79. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.

80. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

81. For the purpose of this Agreement, the following terms are defined as follows:

a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.

b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

c. "Distributions" means a payment of Company profits to the Members.

d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.

e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.

f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

h. "Principal Office" means the office whether inside or outside the State of Alabama where the executive or management of the Company maintain their primary office.

i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

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

Date of this notice: 04-24-2023

Employer Identification Number:
92-3677876

Form: SS-4

Number of this notice: CP 575 B

HILLWOOD LIQUORS LLC
AMIT PATEL MBR
8989 HIGHWAY 90
IRVINGTON, AL 36544

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-3677876. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

Form 1065 03/15/2024

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

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

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

(IRS USE ONLY) 575B 04-24-2023 HILL B 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.
* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is HILL. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 04-24-2023
EMPLOYER IDENTIFICATION NUMBER: 92-3677876
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

HILLWOOD LIQUORS LLC
AMIT PATEL MBR
8989 HIGHWAY 90
IRVINGTON, AL 36544

City of Mobile Alcoholic Beverage License Application
Alcohol License Application
URBAN DEVELOPMENT ZONING APPROVAL

All boxes REQUIRED .. MUST be answered

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

Business Type	License Type	
Package Store	011 - Lounge Retail Class II (Package Store)	
Legal Business Name	**Trade Name (DBA)**	
Hillwood Liquors LLC	Hillwood Liqours	
Physical Address of Business (Street Name, Suite #)	**Building Square Footage**	**Building Stand alone or attached**
2370 Hillcrest Rd Suite K	1150	Attached
City / **State** / **Zip Code**	**Did you include the REQUIRED drawing with this sheet?**	
mobile / AL / 36695	YES ... DRAWING ATTACHED	

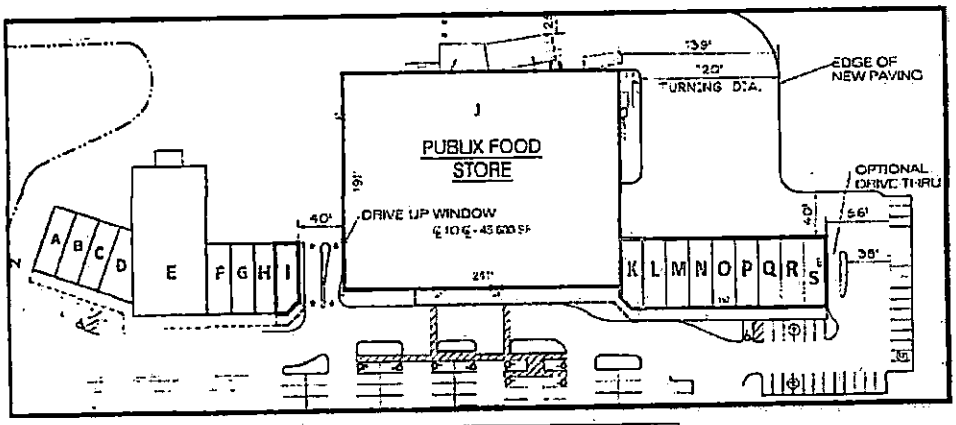
Business Contact Person			
Name	**Title**	**Phone**	**Email**
Amit Patel	Owner	2156870809	Aqp5003@gmal.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
3+	3	Yes	B-3	Yes
Comments				

Print Name	Signature	Date
D. Logan Anderson	D. Logan Anderson	06/08/2023

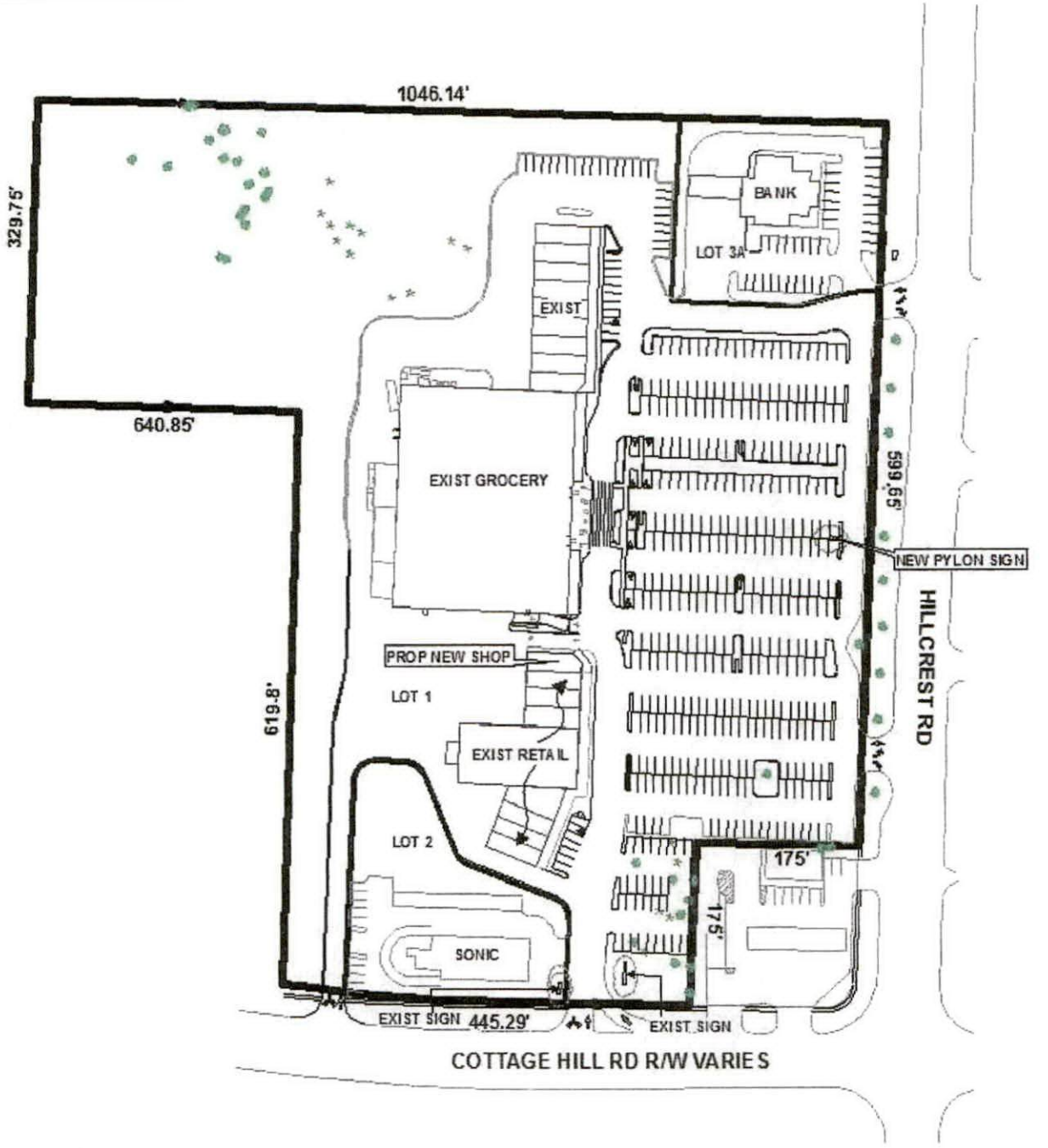
Exhibit "A"

HILLWOOD SHOPPING CENTER
2370 HILLCREST ROAD
MOBILE, ALABAMA 36695



Unit(s)	Tenant	Area
A	Smoothie King #1333	1,200.00
B, C	YuanMei	1,950.00
D	Huntington Learning Center	1,750.00
E	Pet Supermarket	8,450.00
F	Papa Murphy's Take N' Bake Pizza	1,200.00
G, H	Michael Ross Jewelers	2,400.00
I	Cuts By Us	1,150.00
J	Publix #1436	45,600.00
K	Hillwood Liquors	1,150.00
L	Nail Boutique & Spa Mobile	1,200.00
M, N, O	Uptown Urgent Care	3,600.00
P, Q	Osteo Strong	2,400.00
R, S	Chicken Salad Chick	2,400.00

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE August 7, 2014

APPLICANT H & C Development Co., Inc.

REQUEST Planned Unit Development

N

NTS

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcohol License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

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

2370 Hillcrest Rd - Suite K
Mobile, AL 36695

Ownership Type		Company Name
The above described property is	Lease A to/by	H & C Development Inc

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

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

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

Sworn to and subscribed before me this 8 day of June 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Kathyn F Lumpkin	Kathyn F. Lumpkin	9-2-2024

Notary Stamp

KATLYN F. LUMPKIN NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Sept. 2, 2024

Owner of Property (Print Name)	Applicant Name (Print Name)
MATT WHITE - AGENT.	Hillwood Liquors LLC
Owner of Property (Signature)	Applicant Name (Signature)
Matt White Agent.	Amit Patel
Address	Address
P O BOX 7475	2370 Hill Crest Rd Suite K
City, State, Zip	City, State, Zip
Mobile AL 36670	Mobile AL 36695
Date Agreement Signed	Date Agreement Signed

Information for address:
2370 HILLCREST RD

- **Parcel Information:**

Key / ID:
01098591 / R023303051000005.000
Owner:
H & C Development Company C/o White-spunner & Assoc Inc
Po Box 7475

Mobile, Al 36670

Subdivision:
Hillwood Plaza Resubdivision of Lots 1 & 3b

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
6

- **Township/Range/Section:**
5s2w05

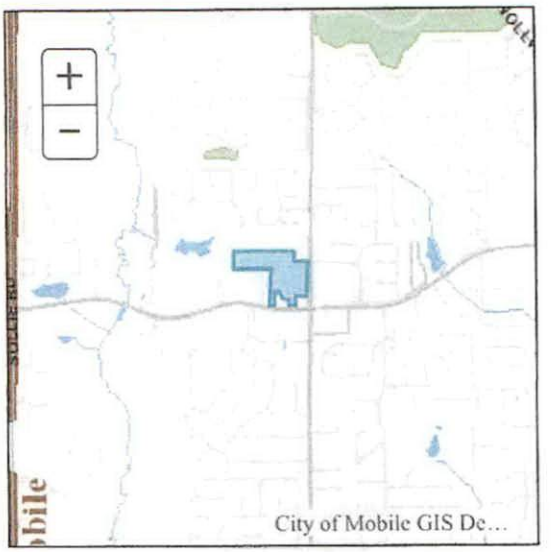
- **Tract Census 2010:**
003705

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1750770.323
Y: 234071.533

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



Services:

- **Fire District:**
Fire Station 6 Edwards

- **Garbage Pickup Day:**
Tuesday-West - Route I

- **Police Precinct / Beat:**
Precinct - 4 / Beat - 44a

- **Trash Pickup Day/ Unit:**
Friday South - biweekly / Td-8

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

Political:

- **City Council District:**
6 - Scott Jones

- **County Commissioner District:** 2

- **State House District:** 101

- **State Senate District:** 35

School:

- **Elementary School District:**
Dodge

- **High School District:**
Davidson

- **Middle School District:**
Burns

- **School Board District:** 2

Hurricane / Flooding Information:

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

- **Hurricane Evacuation Zones :**
Zone 3

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

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

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

Map

Property Details

Account	
Key Number:	1098591
Legal Description:	LOT 1A HILLWOOD PLAZA RESUBDIVISION OF LOTS 1 & 3B MBK 126/99
Parcel Number:	3303051000005XXX
Type:	Real
Property Class:	2
Location	
Address:	2370 HILLCREST RD MO
Owner	
Name:	H & C DEVELOPMENT COMPANY
Mailing Address:	PO BOX 7475 MOBILE , AL 36670-7475
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

WSR
White-Spunner Realty, Inc.
3201 Dauphin Street, Suite A
Mobile, AL 36606-4057

DLW 4.27.23

COMMERCIAL LEASE

This commercial lease ("**Lease**") is made and entered into on this the 15 day of March, 2023 ("**Effective Date**") by and between **H & C DEVELOPMENT, INC, an Alabama Corporation** ("**Landlord**"), and **Hillwood Liquors, LLC** ("**Tenant**").

WITNESSETH

ARTICLE I
GRANT AND TERM

Section 1.01. Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain premises commonly known as Suite K containing approximately 1,150 square feet (the "**Leased Premises**") located in the shopping center known as 2370-K Hillcrest Road, located at Hillwood Shopping Center (the "**Shopping Center**"). The boundaries, location and dimensions of the Leased Premises are highlighted in red on the site plan which is attached hereto as **Exhibit A** and made a part hereof.

Section 1.02. Use of Additional Areas.

The use and occupation by Tenant of the Leased Premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, shown and depicted on **Exhibit A** and other facilities as may be designated from time to time by the Landlord, subject however on the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

Section 1.03. Term and Commencement.

The term of this Lease shall be for *Five (5)* years commencing on *[August 1, 2023]*[1] ("**Rent Commencement Date**") and expiring on *[July 31, 2028]* ("**Lease Term**"). Notwithstanding that fact that the Lease Term and minimum rent commences on the Rent Commencement Date, this Lease shall be binding and inure to the benefit of Landlord and Tenant beginning on the Effective Date, and all obligations contained herein shall become effective on the Effective Date. Tenant's entry upon the Leased Premises for the installation of Tenant's stock in trade and trade fixtures, (when Landlord grants such permission) and prior to said Rent Commencement Date, shall not be deemed an opening for business to the public and shall not be permitted until Tenant has provided Landlord with proof of the insurance Tenant is required to maintain under this Lease.

Section 1.04. Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the Leased Premises are ready for occupancy as herein defined and Tenant fails to take possession and to open the Leased Premises for business fully fixtured, stocked and staffed within the time herein provided, then Landlord shall have, in addition to any and all remedies herein provided, the right to collect the minimum rent herein provided, for each and every day that Tenant shall fail to commence to do business as herein provided. In addition, if Tenant shall have failed to open the Leased Premises for business at the conclusion of ninety (90) days following the Effective Date, then Landlord may, at Landlord's option, in addition to collecting said minimum rent, cancel and terminate this Lease by giving thirty (30) day's written notice to Tenant.

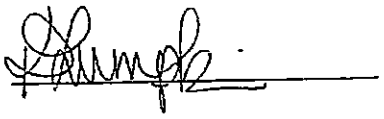
Section 1.05. Examination of Lease.

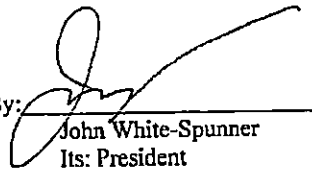
[1] If a date for the Rent Commencement Date is not filled in the blank provided above, the Rent Commencement Date shall be the Effective Date.

LANDLORD:

H & C Development Company, Inc.
An Alabama corporation

Witness

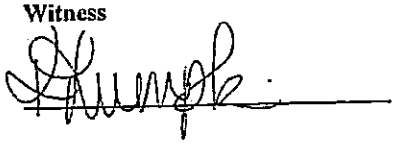


By: 
John White-Spunner
Its: President

LANDLORD:

H & C Development Company, Inc.
An Alabama corporation

Witness

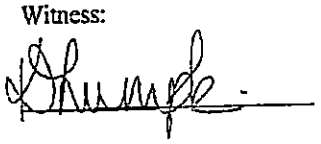


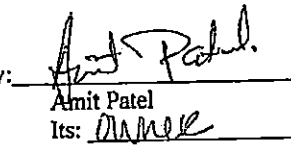
By: Robert S. Coley
Robert Sean Coley
Its: Secretary

TENANT:

Hillwood Liquors, LLC

Witness:



By: 
Amit Patel
Its: Owner

STATE OF ALABAMA)
COUNTY OF MOBILE)

WSR
White-Spunner Realty, Inc.
3201 Dauphin Street, Suite A
Mobile, AL 36606-4057

LEASE GUARANTY

In consideration of ONE DOLLAR ($1.00) in hand received and in order to induce **H & C DEVELOPMENT, INC, an Alabama Corporation ("Landlord")** to execute and deliver a certain lease dated May 15, 2023 ("Lease"), by and between Landlord and **Hillwood Liquors, LLC ("Tenant")**for the Leased Premises (as defined in the Lease) the undersigned (**"Guarantor"** whether one or more), jointly and severally do(es) hereby guarantee the prompt, full and faithful performance by Tenant of all agreements, covenants, obligations and acts to be performed by Tenant under the provisions of the Lease during the initial term and during any extension or renewal thereof, and covenants and agrees that, in the event of Tenant's default or defaults, upon Landlord's demand, promptly to fulfill and perform any and all agreements, covenants, obligation and acts of Tenant under the Lease. Guarantor(s) each agree that Landlord and Tenant may alter, modify, or otherwise amend the Lease without necessity of any notice to or joinder to Guarantor or any of them, and Landlord may deal with Tenant as Landlord may elect without diminishing or discharging the liability of Guarantor of any of them assumed hereunder. Each Guarantor expressly waives notice of any default by Tenant under the Lease and all other notice to which Tenant or any Guarantor might be otherwise entitled, or which may be required by law, waives the necessity of attempting or exhausting recourse against Tenant or any other guarantor. Each Guarantor further consents to any assignment or subletting, in whole or in part, of the Lease or Leased Premises by Landlord or Tenant, their subtenants or assignees, and this guaranty shall endure to the benefit of the Landlord and its successor and assigns. Each Guarantor hereby appoints the Secretary of State of the State of Alabama as his or its agent for service of process in any action brought on this Guaranty in said State and agrees to submit to the jurisdictions of any court in the State.

Signature: Amit Patel

Print Name: Amit Patel

KATLYN F. LUMPKIN NOTARY PUBLIC ALABAMA STATE AT LARGE
My Comm. Expires Sept. 2, 2024

Katlyn F. Lumpkin

NOTICE!

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

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

HILLWOOD LIQUORS LLC

Trade Name (DBA)

HILLWOOD LIQUORS

Location Address

2370 HILLCREST ROAD STE K MOBILE AL 36695

Application Number

2023 - 5588

Post Date

June 9, 2023

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

June 27, 2023

Date

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

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

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

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

Owner/Applicant Printed Name	Date
Amit Patel	6/5/23
Owner/Applicant Signature	**Title**
Amit Patel	Owner

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - Cory Penn District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/27/2023

Funding Source

Project # 1823 St. Charles Avenue - ME-015-23 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1823 St. Charles Avenue	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Jackson, Gary	Approved	6/22/2023 - 1:59 PM
City Clerk	Gauthier, Lana	Approved	6/22/2023 - 3:17 PM

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1823 ST CHARLES 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. 3, 4, 5, 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 **1823 ST CHARLES AVENUE** described as:

W 1/2 OF LOT 16 STRAUSS 1ST ADD TO TOULMINVILLE DBK 156 P 294-295 #SEC 44 T4S R1W #MP29 02 44 0 033

Parcel Number: 29 02 44 0 033 085.01

Last Assessed to: HERRON ADOLPH & ROSE MARIE

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

June 20, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 27, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1823 ST CHARLES AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **HERRON ADOLPH & ROSE MARIE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 033 085.01
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1823 ST. CHARLES 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	~~N~~ Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	DATE	Comments	

Property Score			
Score	~~43~~ 63	Score Description	REVIEW COMM

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 1-23-23

Voted 5 to 0 For Demolition

NUISA CE ABATEMENT INSPECTION CH KLIST

MEO: M. Davis **Date:** 04/24/2023

Property Address: 1823 St. Charles Avenue **District No:** 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1823
1823
JUN 20 2023

JUN 20 2023

JUN 20 2023

JUN 20 2023

Affidavit of Mailed Notice

June 20, 2023

State of Alabama
County of Mobile

Subject Property – 1823 St. Charles 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 **2** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Rose Marie Herron
1709 Winston Lane
Mobile, AL 36605-9796

May 4, 2023

RE: **1823 St. Charles Avenue**
Project Number: ME-015-23

Dear Rose Marie Herron:

On April 24, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1823 St. Charles Avenue.

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

W 1/2 OF LOT 16 STRAUSS 1ST ADD TO TOULMINVILLE DBK 156 P 294-295 #SEC 44 T4S R1W #MP29 02 44 0 033

Parcel Number: 29 02 44 0 033 085.01

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 **June 18, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **June 18, 2023,** provide the Code Official with a work plan to accomplish the repairs by **June 18, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **June 18, 2023,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on June 27, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **1823 St. Charles Avenue** Date: February 23, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 2, 2023

Per the Title Report, the owner is: Rose Marie Herron

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Rose Marie Herron 1709 Winston Ln Mobile AL 36605-9796	Owner Phone number 251-473-2229 Phone number 251-654-2611
2	Owner 1823 St Charles Ave Mobile AL 36617-3330	Subject Address

TAX STATUS: 2022 Tax Year is Current

Parties with recorded liens per Title Report: None

Open Mortgages: None

Lis Pendens: None

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - Cory Penn District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/27/2023

Funding Source

Project # 815 Stanton Road - ME-186-22 **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 - 815 Stanton Road	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Jackson, Gary	Approved	6/22/2023 - 2:03 PM
City Clerk	Gauthier, Lana	Approved	6/22/2023 - 3:17 PM

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **815 STANTON ROAD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 7, 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 **815 STANTON ROAD** described as:

LOTS 7 & 8 LAWRENCE BROWN S/D MBK 6/45 #SEC 44 T4S R1W #MP29 02 44 0 025

Parcel Number: 29 02 44 0 025 229

Last Assessed to: HUDSON DUDLEY & LELIA

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

June 20, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 27, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **815 STANTON ROAD.** OWNED BY OR MAY HAVE AN INTEREST: **HUDSON DUDLEY & LELIA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 025 229
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

815 STANTON ROAD

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 11-7-22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 05/01/2023

Property Address: 815 Stanton Road **District No:** 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

815
JUN 20 2023

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JUN 20 2023

Affidavit of Mailed Notice

June 20, 2023

State of Alabama
County of Mobile

Subject Property – 815 Stanton Road.

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

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

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Heirs of Dudley Hudson and Leila Hudson
Olaree Hudson
1761 Victoria Road
Cleveland, OH 44112-1414

May 4, 2023

RE: **815 Stanton Road**
Project Number: ME-186-22

Dear Olaree Hudson:

On May 1, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 815 Stanton Road.

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

LOTS 7 & 8 LAWRENCE BROWN S/D MBK 6/45 #SEC 44 T4S R1W #MP29 02 44 0 025

Parcel Number: 29 02 44 0 025 229

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 **June 18, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **June 18, 2023,** provide the Code Official with a work plan to accomplish the repairs by **June 18, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **June 18, 2023,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on June 27, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 815 Stanton Road Date: January 2, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 12, 2022

Per the Title Report, the owners are: Heirs of Dudley Hudson DOD 7/14/2013 and Leila Hudson DOD 10/05/2012

Notes: Children of Dudley and Leila Hudson are Willie Evans, Olaree Hudson, Howard Hudson DOD 5/25/2019 and Dudley Hudson Jr.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Olaree Hudson 1761 Victoria Rd Cleveland OH 44112-1414	Heir/ Daughter of deceased owners Phone number 216-531-6195 Phone number 216-408-4784
2	Willie Emma Evans PO Box 584 Elyria OH 44036-0584	Heir/ Daughter of deceased owners Phone number 440-329-7500
3	Dudley Hudson Jr 1250 E 276th St Apt P Euclid OH 44132-3082	Heir/ Son of deceased owners Phone number 216-289-5203
4	Linda Hudson 804 Stanton Rd Mobile AL 36617-2148	Heir/Wife of Howard Hudson DOD 5/25/2019 Phone number 334-452-2649 Phone number 251-802-0677 Phone number 251-402-4405
5	Sterling L Hudson 1941 Wolf Ridge Rd Mobile AL 36618-1418	Heir/Son of Howard Hudson DOD 5/25/2019 Phone number 251-802-0677 Phone number 251-459-0706

6 Jada V Brown
2629 Ralston Rd
Mobile AL 36606-2358

Heir/daughter of Howard Hudson DOD 5/25/2019
Phone number 251-490-6478

7 Kimberly Hudson
2906 Jennings Dr
Mobile AL 36606-2302

Heir/ daughter of Howard Hudson DOD 5/25/2019
Phone number 251-786-6073

8 Generricka Harris
2801 S Richardson Dr
Mobile AL 36606-4920

Paid taxes for 2020 and 2021 Tax years
Phone number 251-554-7135

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

9 1st Franklin Financial Corp
PO Box 229
Saginaw AL 35137

1st Franklin Financial Corp vs Kimberly Hudson
Recorded 4/28/2021 instrument number
2021026759

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - William Carroll District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/27/2023

Funding Source

Project # 360 W Highland Avenue - ME-162-22 **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 - 360 W. Highland Avenue	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Jackson, Gary	Approved	6/22/2023 - 2:00 PM
City Clerk	Gauthier, Lana	Approved	6/22/2023 - 3:16 PM

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **360 W HIGHLAND AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 6, 7, 8, and 14;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **360 W HIGHLAND AVENUE** described as:

LOT 11 BLK 1 ELIZABETH HGTS MBK 4 P 230 #SEC 44 T4S R1W #MP29 02 44 0 016

Parcel Number: 29 02 44 0 016 089.01

Last Assessed to: KIDD MARY ELLA C/O EDNA BAILEY ALDRIDGE

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

June 20, 2023

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 27, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **360 W HIGHLAND AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **KIDD MARY ELLA C/O EDNA BAILEY ALDRIDGE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 016 089.01
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

360 W HIGHLAND AVE

Property Details

PARCEL KEYX	00681015	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	~~N~~ Y	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	~~N~~ Y
SURVEY DATE	2022-04-06	COMMENTS	

Property Score

SCORE	~~38~~ 48	SCORE DISCRIPTION	Review Committee

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 9-19-22

Voted 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 05/01/2023

Property Address: 360 West Highland Avenue **District No:** 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JUN 20 2023

JUN 20 2023

JUN 20 2023

JUN 20 2023

JUN 20 2023

JUN 20 2023

Affidavit of Mailed Notice

June 20, 2023

State of Alabama
County of Mobile

Subject Property – 360 W. Highland 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 **6** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Heirs of Mary Ella Kidd
Bernidette Yates
201 S. Thomas Avenue
Mobile, AL 36610-2625

May 4, 2023

RE: **360 Highland Avenue West**
Project Number: ME-162-22

Dear Bernidette Yates:

On May 1, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 360 Highland Avenue West.

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

LOT 11 BLK 1 ELIZABETH HGTS MBK 4 P 230 #SEC 44 T4S R1W #MP29 02 44 0 016

Parcel Number: 29 02 44 0 016 089.01

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 **June 18, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **June 18, 2023,** provide the Code Official with a work plan to accomplish the repairs by **June 18, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **June 18, 2023,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on June 27, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 360 W Highland Ave Date: January 3, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 16,2022

Per the Title Report, the owner is: Heirs of Mary Ella Kidd (DOD 12/19/1995)

Notes: Children of Mary Ella Kidd are Lillie Smith, Eon Yates DOD 10/17/2016, Edna B Aldridge (tax certificate holder), Henry Lee Jones DOD 4/25/2000, James Caver DOD 9/5/2009 and Earl Kidd DOD 9/25/2004 (no children)

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Bernidette Yates 201 S Thomas Ave Mobile AL 36610-2625	Granddaughter of Mary Ella Kidd DOD 12/19/95 Daughter of Eon Yates DOD 10/17/2016 Phone number 251-656-1894 Phone number 251-656-1895
2	Narver Lee Yates 7050 Mary Dr Mobile AL 36618-3354	Grandson of Mary Ella Kidd DOD 12/19/95 Son of Eon Yates DOD 10/17/2016 Phone number 251-229-2727
3	Deborah D Adams 1623 Hand Ave Mobile AL 36612-1761	Granddaughter of Mary Ella Kidd DOD 12/19/95 Daughter of Eon Yates DOD 10/17/2016 Phone number 251-457-0750 Phone number 251-463-4415
4	Lillie R Smith 8005 S Racine Ave Apt 703 Chicago IL 80620-3069	Daughter of Mary Ella Kidd DOD 12/19/95 Phone number 773-294-8323
5	Cozette Jones PO Box 143 Union MS 39365-0143	Daughter of Henry Jones DOD 4/25/2000 Phone number 601-562-2470

TAX STATUS: 2017 TAX CERTIFICATE PAID 2017-2021

Edna Bailey Aldridge
358 W Highland Ave
Mobile AL 36610-4734

Tax Certificate holder 2017-2021
Phone number 251-623-4225
Phone number 251-366-1642

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens: City f Mobile vs Mary Ella Kidd c/o Edna Bailey recorded 10/20/2022 instrument number 2022067028

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - William Carroll District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/27/2023

Funding Source

Project # 1301 Lola Street - ME-158-22 **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 - 1301 Lola Street	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Jackson, Gary	Approved	6/22/2023 - 1:58 PM
City Clerk	Gauthier, Lana	Approved	6/22/2023 - 3:16 PM

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1301 LOLA STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, 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 **1301 LOLA STREET** described as:

E 28.5 FT LOT 1 J J MCMAHON ADD DBK 128 PG 7 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 224

Last Assessed to: ROBERTS ROSS & ROSIE MARY C/O EMANUEL ROBERTS

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

June 20, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 27, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1301 LOLA STREET.** OWNED BY OR MAY HAVE AN INTEREST: **ROBERTS ROSS & ROSIE MARY C/O EMANUEL ROBERTS** 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 0 007 224
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1301 LOLA ST

Property Details

PARCEL KEYX	00750182	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	Campground
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	~~N~~ Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	~~N~~ Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-07	COMMENTS	

Property Score

SCORE ~~8~~ 58

SCORE DISCRIPTION ~~Stabilize~~ REVIEW

Notes

I C

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9/12/22

Voted 4-1 For Demolition
(Historic voted No)

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 04/24/2023

Property Address: 1301 Lola Street **District No:** 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JUN 20 2023

JUN 20 2023

JUN 20 2020

JUN 26 2023

JUN 20 2023

JUN 20 2023

JUN 20 2023

JUN 20 2023

Affidavit of Mailed Notice

June 20, 2023

State of Alabama
County of Mobile

Subject Property – 1301 Lola 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 **9** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Heirs of Ross Roberts
Clarence James
10296 Oxford Lakes Drive
Jacksonville, FL 32257-7817

May 4, 2023

RE: **1301 Lola Street**
Project Number: ME-158-22

Dear Clarence James:

On April 24, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1301 Lola Street.

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

E 28.5 FT LOT 1 J J MCMAHON ADD DBK 128 PG 7 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 224

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 **June 18, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **June 18, 2023,** provide the Code Official with a work plan to accomplish the repairs by **June 18, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **June 18, 2023,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on June 27, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **1301 Lola Street** Date: October 21, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 3, 2022

Per the Title Report, the owners are: Heirs of Ross Roberts DOD 4/15/2007

Note: Alfred Lee Roberts (Son of Ross Roberts) DOD 7/15/2013. His heirs are also included.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Clarence James 10296 Oxford Lakes Dr Jacksonville FL 32257-7817	Heir/Son of Ross Roberts Phone number 904-993-7824 Phone number 904-993-7826
2	Emanuel Roberts 244 S Warren St Mobile AL 36602-1621	Heir/Son of Ross Roberts Phone number 251-401-8439 Phone number 251-432-8684
3	Essie M Gill 531 Gloriosa Ave Perris CA 92571-7823	Heir/Daughter of Ross Roberts Phone number 310-486-0972
4	Annie B Curry 8640 Marmon Way Sacramento CA 95828-5881	Heir/Daughter of Ross Roberts Phone number 916-682-5687
5	Timeka D Roberts 1618 English Knoll Ln Birmingham AL 35235-2934	Heir/ Daughter of Alfred Lee Roberts DOD 7/15/2013 Phone number 251-753-7056 Phone number 251-586-8668
6	Chikyra Goode 1839 Otis Cir Birmingham AL 35235-1807	Heir/Daughter of Alfred Lee Roberts DOD 7/15/2013 Phone number 251-776-0281 Phone number 205-834-8302

7	Marsha C Horace 2405 7th PL NW Apt J Birmingham AL 35215-3197	Heir/ Daughter of Alfred Lee Roberts DOD 7/15/2013 Phone number 251-478-5447
8	Charity A Keys 9742 Harbour PL Apt 201 Pensacola FL 32506-8232	Heir/ Daughter of Alfred Lee Roberts DOD 7/15/2013 Phone number 850-346-7016 Phone number 251-456-5482
9	Jasmine B Roberts 5420 Nottinghill Dr Birmingham AL 35235-3334	Heir/ Daughter of Alfred Lee Roberts DOD 7/15/2013 Phone number 205-757-6316

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - William Carroll District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/27/2023

Funding Source

Project # 501 Yukers Street - ME-016-23 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 501 Yukers Street	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Jackson, Gary	Approved	6/22/2023 - 2:01 PM
City Clerk	Gauthier, Lana	Approved	6/22/2023 - 3:17 PM

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **501 YUKERS 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. 2, 3, 4, 5, 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 **501 YUKERS STREET** described as:

LOT 1 DOSS S/D MBK 76/85 #SEC 44 T4S R1W #MP29 02 44 0 030

Parcel Number: 29 02 44 0 030 047.001

Last Assessed to: SELWONK ENTERPRISE 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

June 20, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 27, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **501 YUKERS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **SELWONK ENTERPRISE 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 02 44 0 030 047.001
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

501 YUKERS ST

Property Details

PARCEL KEYX	02829407	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	~~Y~~ (Interior Walls)
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-06	COMMENTS	

Property Score

SCORE ~~43~~ 63

SCORE DISCRIPTION **Review Committee**

Notes

JC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 1-23-23

Voted 5-0 For Demolitions

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 04/24/2023

Property Address: 501 Yukers Street **District No:** 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JUN 20 2023

JUN 20 2023

JUN 20 2023

NOT
THIS BUILDIN
JUN 20 2008

JUN 20 2025

Affidavit of Mailed Notice

June 20, 2023

State of Alabama
County of Mobile

Subject Property – 501 Yukers 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 **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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Selwonk Enterprises, Inc.
505 Bayshore Avenue
Mobile, AL 36607-1301

May 4, 2023

RE: **501 Yukers Street**
Project Number: ME-016-23

Dear Selwonk Enterprises, Inc.:

On April 24, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 501 Yukers Street.

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

LOT 1 DOSS S/D MBK 76/85 #SEC 44 T4S R1W #MP29 02 44 0 030

Parcel Number: 29 02 44 0 030 047.001

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **June 18, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **June 18, 2023,** provide the Code Official with a work plan to accomplish the repairs by **June 18, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **June 18, 2023,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on June 27, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 501 Yukers Street Date: February 23, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 7, 2023

Per the Title Report, the owner is: Selwonk Enterprises, Inc

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Selwonk Enterprises, Inc 505 Bayshore Ave Mobile AL 36607-1301	Owner Phone number 251-471-5566
2	Robert D Selwyn, Esq PO Box 313 Dauphin Island AL 36528	Owner of Selwonk Enterprises, Inc.
3	Owner 501 Yukers St Mobile AL 36617-3871	Subject Address

TAX STATUS: 2022 Taxes are current

Parties with recorded liens per Title Report: None

Open Mortgages: None

Lis Pendens: None

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - C. J. Small District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/27/2023

Funding Source

Project # 1156 Oliver Street - ME-184-22 **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 - 1156 Oliver Street	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Jackson, Gary	Approved	6/22/2023 - 1:57 PM
City Clerk	Gauthier, Lana	Approved	6/22/2023 - 3:16 PM

RESOLUTION

Sponsored by: 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 **1156 OLIVER 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, 9 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 **1156 OLIVER STREET** described as:

PART LOT C ROWELL EST S/D MBK 4 P 160 DESC AS BEG AT A PT ON W/L OLIVER ST 195 FT SLY FR SW COR OF SAID ST & POLLARD LANE TH CONT SLY 91 FT TH W 210.5 FT N 60 FT E 142 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 007

Parcel Number: 29 09 51 0 007 213

Last Assessed to: THOMPSON HORACE S & MILDRED S

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

June 20, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 27, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1156 OLIVER STREET.** OWNED BY OR MAY HAVE AN INTEREST: **THOMPSON HORACE S & MILDRED S** 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 09 51 0 007 213
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

1156 OLIVER 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	Y
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	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	11/08/2022	Comments	

Property Score			
Score	73	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-9-22

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 05/01/2023

Property Address: 1156 Oliver 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.

KEEP OUT
JUN 20 2023

Affidavit of Mailed Notice

June 20, 2023

State of Alabama
County of Mobile

Subject Property – 1156 Oliver 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 **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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heirs of Horace S. Thompson and Mildred S. Thompson Brunson
Rita M. Knapp
1156 Oliver Street
Mobile, AL 36606-2147

May 4, 2023

RE: **1156 Oliver Street**
Project Number: ME-184-22

Dear Rita M. Knapp:

On May 1, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1156 Oliver Street.

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

PART LOT C ROWELL EST S/D MBK 4 P 160 DESC AS BEG AT A PT ON W/L OLIVER ST 195 FT SLY FR SW COR OF SAID ST & POLLARD LANE TH CONT SLY 91 FT TH W 210.5 FT N 60 FT E 142 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 007

Parcel Number: 29 09 51 0 007 213

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 **June 18, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **June 18, 2023,** provide the Code Official with a work plan to accomplish the repairs by **June 18, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **June 18, 2023,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on June 27, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1156 Oliver Street Date: January 2, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 10, 2022

Per the Title Report, the owners are: Heirs of Horace S Thompson DOD 2/17/1980 and Mildred S Thompson Brunson DOD 2/18/2016

NOTES: Heirs are Sylvia Thompson's DOD 1/10/2018 (daughter) Candida Crain, Rita M Knapp (daughter), and Eldora Wiggins (daughter) that cannot be located.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Rita M Knapp 1156 Oliver St Mobile AL 36606-2147	Heir/daughter of deceased owners Phone number 251-487-4962
2	Candida A Crain 1250 Turnerville Farms Dr Chunchula AL 36521-3688	Heir/Granddaughter of deceased owners Phone number 251-620-6895 Phone number 904-415-6721

TAX STATUS: 2021 Tax Lien

3	Michael C Smith 2740 Weston Dr Mobile AL 36695-2672	2021 Tax Lien per Mobile County Revenue Commission

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Councilmember - Gina Gregory

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
6/27/2023

Funding Source

Project # 7217 Third Street - ME-010-23 **Discretionary Funds** N/A
Project String N/A **Contract Number:**N/A
Budget Amendment **REDUCE** N/A **INCREASE** N/A
Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 7217 3rd Street	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Jackson, Gary	Approved	6/22/2023 - 2:02 PM
City Clerk	Gauthier, Lana	Approved	6/22/2023 - 3:17 PM

RESOLUTION

Sponsored by: Gina Gregory – District 7

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **7217 3RD 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. 1, 3, 4, 5, 7, 8 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **7217 3RD STREET** described as:

LOTS 47 - 49 BLOCK 5 OF MOBILE TERRACE DBK 156 N S 540-2

Parcel Number: 28 04 18 4 005 079

Last Assessed to: MORRIS DANIEL & OCTAVIA DAVIS

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

June 20, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 27, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **7217 3RD STREET.** OWNED BY OR MAY HAVE AN INTEREST: **MORRIS DANIEL & OCTAVIA DAVIS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 04 18 4 005 079
COUNCIL DISTRICT 7 – GINA GREGORY
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

7217 Third Street

Property Details			
	504261	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	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	05-27-22	Comments	

Property Score			
Score	58	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-23-23

Voted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 04/24/2023

Property Address: 7217 Third Street **District No:** 7

☒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.

7217
NOTICE
JUN 20 2023

7217
JUN 20 2023

JUN 20 2023

PRIVATE
PROPERTY
JUN 20 2023

NOTICE
JUN 20 2023

7217
JUN 20 2023

JUN 20 2023

JUN 30 2023

Affidavit of Mailed Notice

June 20, 2023

State of Alabama
County of Mobile

Subject Property – 7217 Third 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 **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 confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Octavia Morris Davis
6255 Fontaine Drive
Mobile, AL 36608-5572

May 4, 2023

RE: **7217 Third Street**
Project Number: ME-010-23

Dear Octavia Morris Davis:

On April 24, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 7217 Third Street.

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

LOTS 47 - 49 BLOCK 5 OF MOBILE TERRACE DBK 156 N S 540-2

Parcel Number: 28 04 18 4 005 079

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 **June 18, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **June 18, 2023,** provide the Code Official with a work plan to accomplish the repairs by **June 18, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **June 18, 2023,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on June 27, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

UPDATE

RE: 7217 Third St Date: February 23, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 3, 2023

Per the Title Report, the owner is: Daniel Morris and Octavia Davis

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Octavia Morris Davis 6255 Fontaine Dr Mobile AL 36608-5572	Owner
2	Daniel Lavon Morris PO Box 402 McClain MS 39456-0402	Owner Phone number 772-877-5587
3	Daniel Morris & Octavia Davis 7217 Third St Mobile AL 36608-5149	Subject Address
4	Irene Greene 6255 Fontaine Dr Mobile AL 36608-5572	Payee of 2021 Property tax Phone number 251-377-4536

TAX STATUS: 2022 TAXES DELINQUENT

Parties with recorded liens per Title Report:

5	State of Alabama Department of Revenue Collections Service Dept. PO Box 327820 Montgomery AL 36132	St of AL vs Daniel Morris DTD 3/17/2020 instrument number 2020019630 St of AL vs Daniel Morris DTD 3/17/2020 instrument number 2020019629

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	6/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 2:32 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **2410 CONE STREET**

Sponsored by: Councilmember Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **2410 Cone Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **2410 Cone Street** to be **$5,600.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

Section 1. The amount of **$5,600.00** shall constitute a special assessment against the property at structure **2410 Cone STreet** and being that property more particularly described as follows:

LOT 6 BLK 6 FAIR OAKS SUBD MBK 4 PG 95 #SEC 44 T4S R1W #MP29 02 44 0 025

Parcel No.: **29 02 44 0 025 239**

Owner: **HALL HENRY & NATHANIEL PINE**
1 FREEDOM CIR
HAMPTON VA 23666-2859

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **June 27, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the *demolition* of the structure at **2410 Cone Street**, for the proposed amount of **$5,600.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

April 13, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-005-22	**2410 Cone Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 6 BLK 6 FAIR OAKS SUBD MBK 4 PG 95 #SEC 44 T4S R1W #MP29 02 44 0 025

Parcel Number: **29 02 44 0 025 239**
Amount: ~~**$ 5,400.00**~~ $5,600.00
Assessed: HALL HENRY & NATHANIEL PINE C/O NEATHA MACK
1 FREEDOM CIRCLE
HAMPTON VA 23666-2859

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember Cory Penn, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	6/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 2:34 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **2659 REAVES STREET**

Sponsored by: Councilmember Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **2659 Reaves Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **2659 Reaves Street** to be **$4,950.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

Section 1. The amount of **$4,950.00** shall constitute a special assessment against the property at structure **2659 Reaves Street** and being that property more particularly described as follows:

LOT 24 MBK 3 P 513 RESUB OF LOTS 15-16 BLK F RIVERSIDE SUBDIV MBK 3 PG 296 #SEC 40 T5S R1W #MP32 07 40 0 003

Parcel No.: **29 07 23 0 002 152**

Owner: **BETTIS LOUELLA**
2659 REAVES ST
MOBILE AL 36607-2025

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **June 27, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the *demolition* of the structure at **2659 Reaves Street**, for the proposed amount of **$4,950.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

March 20, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-218-18	**2659 Reaves Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 48 DIV B MILLVILLE DBK 121 P 512 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: **29 07 23 0 002 152**
Amount: ~~**$ 4,750.00**~~ $4,950.00
Assessed: BETTIS LOUELLA
2659 REAVES ST
MOBILE AL 36607

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, Cory Penn, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	6/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 2:40 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **209 LEXINGTON AVENUE**

Sponsored by: Councilmember Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **209 Lexington Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **209 Lexington Avenue** to be **$4,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

Section 1. The amount of **$4,200.00** shall constitute a special assessment against the property at structure **209 Lexington Avenue** and being that property more particularly described 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

Parcel No.: **29 07 25 0 005 159**

Owner: **JAVIER AGUSTIN – ESCAMILLA & ALICIA T De JAVIER**
6501 HARDING ST
HOLLYWOOD FL 33024-4004

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **June 27, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the *demolition* of the structure at **209 Lexington Avenue**, for the proposed amount of **$4,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

April 13, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-121-21	**209 Lexington Avenue**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: 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.XXX
Amount: ~~$ 4,000.00~~ $4,200.00
Assessed: JAVIER AGUSTIN - ESCAMILLA & ALICIA T De JAVIER
6501 HARDING ST
HOLLYWOOD FL 33024-4004

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, William Carroll, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Carroll

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	6/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 2:42 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **215 ½ NORMAN STREET**

Sponsored by: Councilmember Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **215 ½ Norman Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **215 ½ Norman Street** to be **$2,550.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

Section 1. The amount of **$2,550.00** shall constitute a special assessment against the property at structure **215 ½ Norman Street** and being that property more particularly described as follows:

COMG SW COR LOLA ST AND NORMAN STS TH S 36.5 FT TO POB CONT S 25 FT(S) TH WLY 113.52 FT TH N 35 FT(S) TH ELY 125 FT TO BEG #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel No.: **29 06 40 0 007 236**

Owner: **ZEINE RAYNODD & JAPONICA ZEINE**
5215 MONTIEL CT
MOBILE AL 36693-2577

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **June 27, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the *demolition* of the structure at **215 ½ Norman Street**, for the proposed amount of **$2,550.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

April 13, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-047-22	**215 ½ Norman Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been **demolished** and the property owners should be assessed as indicated:

Legal Description: COMG SW COR LOLA ST AND NORMAN STS TH S 36.5 FT TO POB CONT S 25 FT(S) TH WLY 113.52 FT TH N 35 FT(S) TH ELY 125 FT TO BEG #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: **29 06 40 0 007 236.XXX**
Amount: ~~**$ 2,350.00**~~ $2,550.00
Assessed: ZEINE RAYNODD & JAPONICA ZEINE
5215 MONTIEL CT
MOBILE AL 36693-2577

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember William Carroll, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	6/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2023 - 2:45 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **3201 CENTER ROAD**

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **3201 Center Road** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **3201 Center Road** to be **$2,550.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

Section 1. The amount of **$2,550.00** shall constitute a special assessment against the property at structure **3201 Center Road** and being that property more particularly described as follows:

LOT 24 MBK 3 P 513 RESUB OF LOTS 15-16 BLK F RIVERSIDE SUBDIV MBK 3 PG 296 #SEC 40 T5S R1W #MP32 07 40 0 003

Parcel No.: **32 07 40 0 003 054**

Owner: **CKC PROPERTIES LLC**
PO BOX 91866
MOBILE AL 36691

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **June 27, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the *demolition* of the structure at **3201 Center Road**, for the proposed amount of **$2,550.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

April 13, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-001-22	**3201 Center Road**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 24 MBK 3 P 513 RESUB OF LOTS 15-16 BLK F RIVERSIDE SUBDIV MBK 3 PG 296 #SEC 40 T5S R1W #MP32 07 40 0 003

Parcel Number: **32 07 40 0 003 054**
Amount: ~~**$ 2,350.00**~~ $2,550.00
Assessed: CKC PROPERTIES LLC
P O BOX 91866
MOBILE AL 36691

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, C. J. Small, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Gary Jackson Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	8 Cases
Council District 2	William Carroll	7 Cases
Council District 3	C J Small	4 Cases
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	1 Case
Council District 6	Sandy Stimpson	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1643

Effective Date of Contract:

6/27/2023

Funding Source

Project # Weed Lien Group 1643 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1643	Backup Material	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	6/22/2023 - 12:29 PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **June 21, 2023**

SUBJECT: WEED LIEN GROUP **1643**

Attached, please find Assessment Lists for Weed Lien Group Number **1643** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 6/27/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 8/1/2023

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 6/29/2023

LEGAL NOTICE DUE TO LAGNIAPPE: 7/13/2023

LEGAL NOTICE ADS: 7/19/2023-7/26/2023

POSTING DATE: 7/25/2023

Copy to: Marchetta Taite

	WEED LIEN	
	1643	Res. No.
6/27/2023	LOTS TO BE DECLARED	58-
8/1/2023	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	603 Williams St	31346	25664		2	
2	1951 St Stephens Rd	24710	25665		1	
3	2971 Cottage Hill Rd	21786	25666		5	
4	2071 Foster Lane	22209	25667		3	
5	1310 Linwood Dr	25019	25668		3	
6	2455 Second Ave	28143	25669		1	
7	1553 Plover St	31237	25670		2	
8	1083 Dauphin Island Pkwy	31272	25671		3	
9	550 Dexter Ave	12504	25672		2	
10	508 Holcombe Ave	30324	25673		2	
11	2059 Gimon Cir S	30240	25674		3	
12	1069 Wellington St	24151	25675		1	
13	2107 Felix St	24573	25676		1	
14	1104 Partridge St	28555	25677		2	
15	1120 Partridge St	24765	25678		2	
16	2018 Tucker St	11609	25679		1	
17	403 Robbins St	29417	25680		2	
18	1060 Etta Ave	24876	25681		1	
19	765 Donald St	24847	25682		1	
20	2406 Brewton Ave	24827	25683		1	
				$ -		

District total for this group	
1	8
2	7
3	4
4	0
5	1
6	0
7	0
	20

0

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Gary Gachen 6/22/23

Marchetta Waite 6-22-2023

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Mayor William S. Stimpson

Sponsored by:

Joseph H. Snowden, Executive Director Administrative Services

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Adminstrative Services	Gauthier, Lana	Approved	6/22/2023 - 2:19 PM

60-720 **2023**

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:

MAY 2023 – **CEYMONE KING (Employee #20431)**
ANIMAL SERVICES
ANIMAL PLACEMENT SPECIALIST

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:6/27/2023

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember Gina Gregory

Purpose and Scope of Project:
Funds will be used to assist with the 16th Annual Golf Tournament.

Amount of Contract:
$1,000.00

Funding Source

Project # DSC-07/10041020-42080	**Discretionary Funds** DSC-07
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	6/22/2023 - 7:09 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to University of South Alabama for EMT training for MFRD.
General fund.

Amount of Contract:

$60,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230622 USA Agenda Package POs	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/22/2023 - 2:34 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
11275	2023	(1510) FIRE ADMINISTRATION	EMT CERTIFICATION CLASS FOR MFRD (INTERGOVERNMENTAL AGREEMENT)	$60,000.00	(281269) UNIVERSITY OF SOUTH ALABAMA

Adopted:

_____
City Clerk

Bill To	Requisition 00011275-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
06/21/23	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Sourcing Notes --- Send to: Dean's Office, College of Allied Health Professions, attn: Melody Baker Gray, 251-445-9252			
001	TRAINING CLASS	30.00 EACH	2000.00000	60000.00
	Additional Description Notes --- Fall 2023 EMT Certification Course as per your quote dated 10/13/2022 (only change to quote is quantity of students) Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			60000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 60000.00

Bill To	Requisition 00011275-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
UNIVERSITY OF SOUTH ALABAMA	FIRE CENTRAL SUPPLY
EMS DEPARTMENT	2851 OLD SHELL ROAD
600 CLINIC DR SUITE 400	
	MOBILE, AL 36607
MOBILE, AL 36688-0001	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
06/21/23	281269				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45060.	60000.00	2433427.40

FIRE SUPPRESSION DIV EXP TRAINING

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

Activity	Date	Clerk	Comment
Approved	06/21/23	DONALD ROSE	Auto approved by: 9105paij
Approved	06/21/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/21/23	JOHN PAINE	
Approved	06/21/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Southern Lighting & Traffic Systems for 30 Paragon acorn LED street light luminaires for Traffic Engineering.
CIP operating supplies

Amount of Contract:

$53,880.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
2023062 Southern2 Agenda Package POs	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/22/2023 - 2:34 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
6671	2023	(2060) TRAFFIC ENGINEERING	30 PARAGON ACORN LED STREET LIGHT LUMINAIRES FOR TRAFFIC ENGINEERING (SEALED BID 5814)	$53,880.00	(278464) SOUTHERN LIGHTING & TRAFFIC SYSTEMS

Adopted:

_____
City Clerk

Bill To	Requisition 00006671-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS 113 INDUSTRIAL PARK DRIVE CUMMING, GA 30040 Tel#205-999-1950	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER MY BID 5814 AND YOUR BID RESPONSE			
001	LIGHTING FIXTURE, PARAGON ACORN LUMINAIRE, LED KING LUMINAIRE GLOSS BLACK FINISH K124R-R1AR-111-100 (SSL)-1063-120:277-K12-5K-WRS-GLOSS BLACK. Inventory Item/Loc 18075	30.00 EACH	1796.00000	53880.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0333 .OPERSUPPLS. .			53880.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Bill To	Requisition 00006671-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	TRAFFIC ENGINEERING
113 INDUSTRIAL PARK DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			53880.00

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

Account	Amount	Remaining Budget
E C0333 .OPERSUPPLS. .	53880.00	3.38

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	53880.00	2433427.40

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
CCancelled	06/20/23	SANDRA LEWIS	Requisition item removed chang
CCancelled	06/20/23	SANDRA LEWIS	GL Allocation changed
Approved	03/04/23	MARYBETH BERGIN	
Approved	03/04/23	JENNIFER WHITE	Auto approved by: 910515265
Approved	04/21/23	MARYBETH BERGIN	
Approved	04/21/23	JENNIFER WHITE	Auto approved by: 910515265
Approved	05/16/23	MARYBETH BERGIN	
Approved	05/16/23	JENNIFER WHITE	Auto approved by: 910515265
Approved	06/20/23	JENNIFER WHITE	
Approved	03/06/23	BRENDA RHODES	
Approved	03/06/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/06/23	RELYA MALLORY	Auto approved by: 910511034
Approved	04/24/23	BRENDA RHODES	
Approved	04/24/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/24/23	RELYA MALLORY	Auto approved by: 910511034
Approved	05/17/23	BRENDA RHODES	
Approved	05/17/23	TIFFANY HOLLINS	Auto approved by: 910511034

Bill To	Requisition 00006671-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	TRAFFIC ENGINEERING
113 INDUSTRIAL PARK DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/23	278464				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/17/23	RELYA MALLORY		Auto approved by: 910511034	
	Approved	06/20/23	BRENDA RHODES			
	Approved	06/20/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	06/20/23	RELYA MALLORY		Auto approved by: 910511034	
	Forward	04/07/23	KAREN NAMAN		Automatic Forward to 9105paij	
	Unknown	04/07/23	SANDRA LEWIS			
	Rejected	04/07/23	SANDRA LEWIS		waiting on new specs	
	Rejected	05/02/23	SANDRA LEWIS		AS PER JENNIFER AWAITING NEW S	
	Approved	06/21/23	DONALD ROSE		Auto approved by: 910518227	
	Approved	06/21/23	SANDRA LEWIS			
	Approved	06/21/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	06/21/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5814

STREET LIGHTING

VENDORS		SOUTHERN LIGHTING & TRAFFIC SYSTEMS	GRAYBAR	CONSOLIDATED ELECTRICAL DISTRIBUTORS	
Line					
1	LIGHTING FIXTURE, PARAGON ACORN LUMINAIRE-LED KING LUMINAIRE, GLOSS BLACK FINISH K124R-R1AR-III-100 (SSL)-1063-120V-K12-5K-WRS	$ 1,796.00	NO BID	$ 2,450.00	
2	POLE, DUCTILE IRON, DECORATIVE STREET LIGHT POLE 11' ARCADIAN FINISH PAINTED BLACK, GFCI RECEPTACLE ONE PIECE FLARE TOP WITH HIGH TENON HEAVY WALL ASTM A-48-83, BOLT CIRCLE TO BE 12 INCH GALVANIZED ANCHOR BOLTS (4) 3/4 INCH X 24 INCH, MUST MATCH EXISTING POLES SPRING CITY DPSARC-20-11.00-TN3.50/3.50 GFWI-CW	BID PRICE OF $2950.00 LOCAL VENDOR ADJUSTMENT $3245.00	$ 3,065.72	$ 3,800.00	

STATE OF ALABAMA LOCAL VENDOR PREFERENCE LAW 41-16-50 (a) AND (d)

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/31/2023	**5814**	**TRAFFIC**	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, JUNE 16, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

STREET LIGHTING
THIS BID REPLACES BID 5787

QTY 1-100

LIGHTING FIXTURE, PARAGON ACORN LUMINAIRE-LED,
KING LUMINAIRE, GLOSS BLACK FINISH
K124R-R1AR-III-100(SSL)-1063-120V-K12-5K-WRS
(see attached drawing) NO SUBSTITUIONS MUST MATCH EXISTING

Make_____Model_____

QTY 1-100

POLE, DUCTILE IRON, DECORATIVE, STREET LIGHT POLE,
11' ARCADIAN-FINISH, PAINTED BLACK, GFCI RECEPTACLE,
ONE PIECE FLARE TOP WITH HIGH TENON, HEAVY WALL
ASTM A-48-83, BOLT CIRCLE TO BE 12 INCH GALVANIZED
ANCHOR BOLTS (4) ¾ INCH X 24 INCH, MUST MATCH EXISTING
POLES SPRING CITY DPSARC-20-11.00-TN3.50/3.50-GFWI-CW
(see attached drawing) NO SUBSTITUIONS MUST MATCH EXISTING

Make_____Model_____

Quanties listed are approximations.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

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

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.

Pricing to be firm for a six (6) month period after award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for five (5) additional six (6) month periods.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored.

TO BE AWARDED ON A LINE ITEM BASIS

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE
SPECIFICATIONS FOR ROADWAY LIGHT POLE & LUMINAIRE
Downtown Standards
April 2023

I. General.

The following are the requirements for ductile iron roadway light pole and luminaire to meet the standards established within Downtown Mobile. The light pole shall consist of a one-piece fluted, tapered pole, anchor bolts, base plate, and any other features as described in this specification. The luminaire shall be an acorn style fixture complete with ring, struts and finial.

II. Light pole.

The pole shall consist of an 8-fluted (alternating curved and flat) tapered shaft manufactured in one piece cast ductile iron per A536-84 Grade 65-45-12. The octagonal pole shall be 11-feet in height with a nominal 20-inch outside bottom diameter at the base (flat to flat). Shaft shall range from approximately 20-inch at the bottom of the shaft to 205-inch at top of shaft with a flared finish width of 5-3/4-inch. The tenon shall be 3-1/2-inch diameter and 3-1/2-inch tall. The pole shall include an access door and tamper proof hex socket security machine screws for fastening to the pole.

The pole shall be primed and finished black.

Each pole will have grounding provisions inside the pole base opposite the access door to accommodate a 1/4-inch ground stud (stud not included).

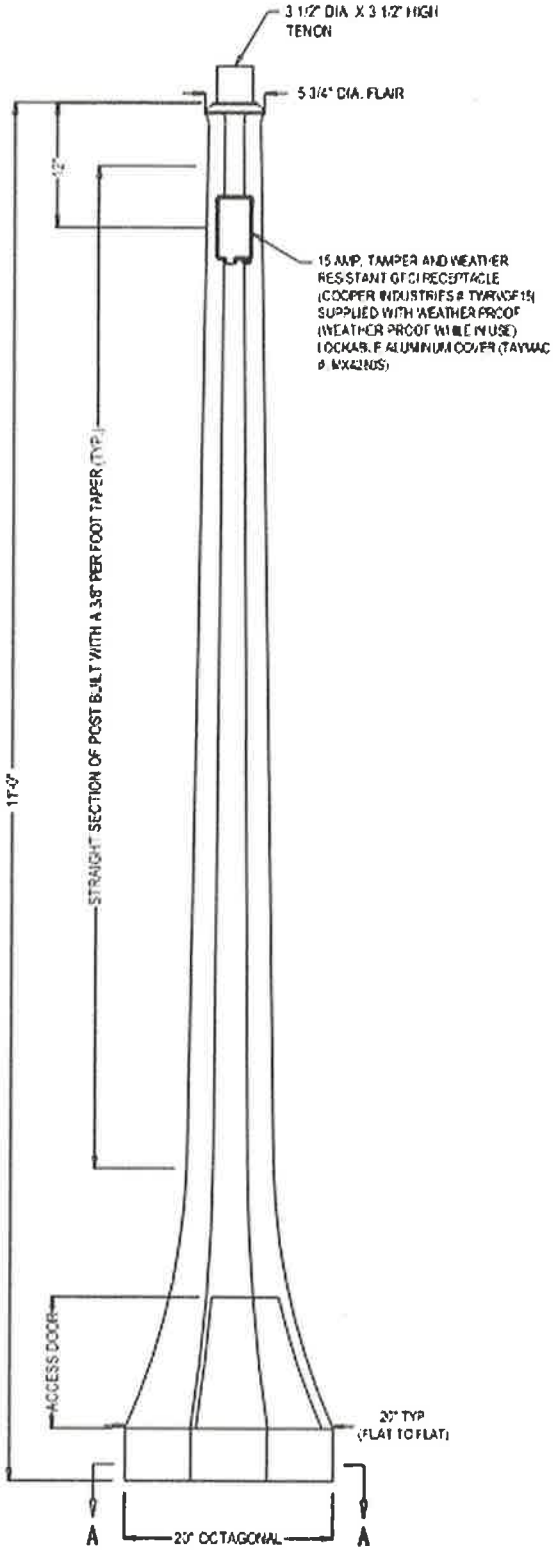
The aluminum base plate of the pole shall be designed to accommodate a 12-inch bolt circle pattern. Pole shall come complete with four 3/4-inch x 24-inch L-type anchor bolts with 3" horizontal bend manufactured of hot-dipped galvanized steel. The anchor bolt assembly shall also include one nut and one washer per bolt. A 3" bolt projection is required.

The pole shall include a GFCI receptacle with in-use weather-proof cover centered 12-inches from top of pole. The cover shall be aluminum and finished textured black to match the pole. Orientation shall be forty-five degrees from access door.

III. Luminaire.

The luminaire shall be a decorative acorn consisting of a textured polycarbonate lens, ring and strut housing and vented finial. The luminaire shall be a 100 W LED fixture, designed for 120-277 voltage and a Type III light distribution. The overall fixture height shall measure 41-11/16-inch. The cast aluminum collar shall be 8-3/8-inch tall and size to accept a 3-1/2 inch diameter by 3-1/2-inch tall pole tenon. The finish shall be textured gloss black.

Example Illustrations.



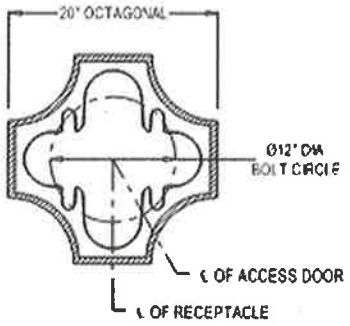
LAMP POST SPECIFICATIONS

STYLE:	ARCADIAN WITH THE MOBILE TOP
HEIGHT	11'-0"
BASE	20" OCTAGONAL (FLAT TO FLAT)
MATERIAL:	ONE PIECE, CAST DUCTILE IRON PER A536-84 GRADE 65-45-12
FINISH	PRIME PAINT THEN FINISH SHERWIN WILLIAMS ACROLON - CLASSIC BLACK
ACCESS DOOR	LOCATED IN BASE SECURED WITH TAMPER PROOF HEX SOCKET SECURITY MACHINE SCREWS
GROUND PROVISIONS	DRILL AND TAP INSIDE WALL OF BASE OPPOSITE ACCESS DOOR TO ACCOMMODATE A 1/4"-20 GROUND STUD (STUD SUPPLIED BY OTHERS)
ANCHOR BOLTS:	(4) 3/4" DIA. X 24" LONG + 3" HOOK (FULLY GALVANIZED WITH 1 GALVANIZED NUT AND 1 GALVANIZED WASHER PER BOLT)
BOLT PROJECTION	3" REQUIRED
TENON:	3 1/2" DIA. X 3 1/2" HIGH

CATALOG NO.

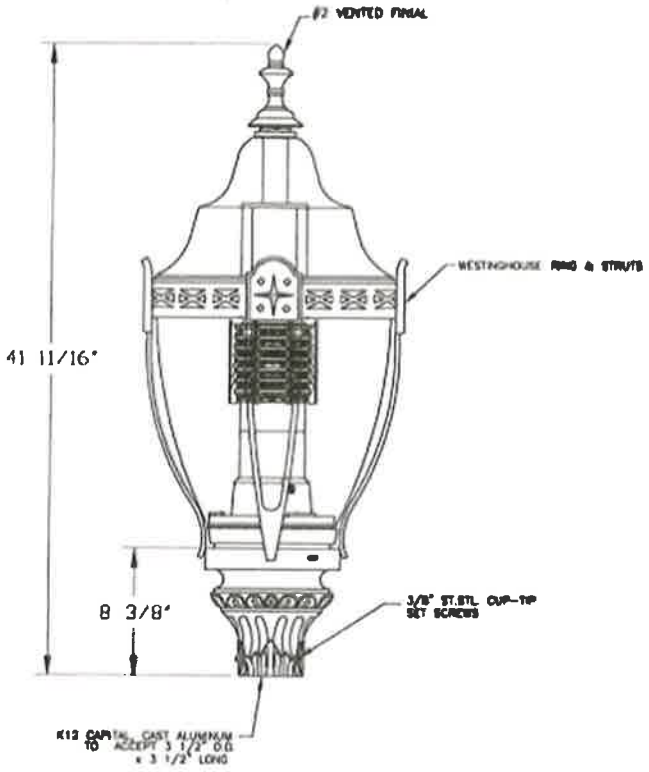
W/ RECEPTACLE	DPSARC-20-11.00-M5-TN3.50-3.50-GFWI-CB
W/O RECEPTACLE:	DPSARC-20-11.00-M5-TN3.50-3.50-CB
ANCHOR BOLTS	323-1NW

- GFCI RECEPTACLE REQUIRED
- ANCHOR BOLTS REQUIRED



SECTION A-A
BASE PLATE DETAIL

Example Illustrations.



LUMINAIRE SPECIFICATIONS

CATALOGUE NO.:	K124-R1AR-III-100(SSL)-1063 -120:277-K12-WRS-4K-BK
GLOBE MOUNTING:	NON-ROTOLOCK
OPTICAL SYSTEM:	REFRACTIVE ARRAY ACRYLIC RIPPLED
IES CLASS.:	TYPE III
WATTAGE:	100W (1063 SERIES) SOLID STATE LIGHTING
LINE VOLTAGE:	120:277V
CCT:	4000K
POLE ADAPTOR:	K12
PAINT:	TEXTURED (GLOSS) BLACK
OPTIONS:	WESTINGHOUSE RING & STRUTS

OPTIONS

QUICK DISCONNECT	☒
TERMINAL BLOCK	☐

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:6/27/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Southern Lighting & Traffic Systems for 5 traffic signal controller cabinets for Traffic Engineering.
General fund.

Amount of Contract:

$69,500.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230622 Southern Agenda Package POs	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/22/2023 - 2:33 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
11305	2023	(2060) TRAFFIC ENGINEERING	5 TRAFFIC SIGNAL CONTROLLER CABINETS FOR TRAFFIC ENGINEERING (SEALED BID 5803)	$69,500.00	(278464) SOUTHERN LIGHTING & TRAFFIC SYSTEMS

Adopted:

_____
City Clerk

Bill To	Requisition 00011305-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/21/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5803 AND YOUR BID RESPONSE			
001	CABINET, TRAFFIC, BASE, MOUNT TS2-TYPE 1 WITHOUT CONTROLLER. AS PER MY BID 5803 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18302	3.00 EACH	14700.00000	44100.00
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			44100.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	CABINET, TRAFFIC, POLE MOUNT, TS2- TYPEII WITHOUT CONTROLLER.	2.00 EACH	12700.00000	25400.00

Bill To	Requisition 00011305-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/21/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	AS PER MY BID 5803 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18117			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			25400.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 69500.00

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	69500.00	272311.27
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	06/22/23	DONALD ROSE	Auto approved by: 910518227

Bill To	Requisition 00011305-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/21/23	278464				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/22/23	SANDRA LEWIS			
	Approved	06/22/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	06/22/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5803

TRAFFIC SIGNAL EQUIPMENT CABINETS

VENDORS		SOUTHERN LIGHTING & TRAFFIC SYSTEMS				
Line						
1	TS2-TYPE I BASE MONT CABINET ASSEMBLY WITHOUT CONTROLLER	$ 14,700.00				
2	TS2-TYPE I POLE MONT CABINET ASSEMBLY WITHOUT CONTROLLER	$ 14,500.00				
3	TS2-TYPE II BASE MOUNT CABINET ASSEMBLY WITHOUT CONTROLLER	$ 13,600.00				
4	TS2-TYPE II BASE MOUNT CABINET ASSEMBLY WITHOUT CONTROLLER	$ 12,700.00				

ADDENDUM

April 25, 2023

RE: City of Mobile Bid #5803 Traffic Signal Equipment Cabinets, Controllers

Please consider the following to be addendum to City of Mobile Bid #5803 Traffic Signal Equipment Cabinets, Controllers

REMOVE
Qty 1-5 for each line item

REPLACE WITH

Aprroximate Qty 1-5 for each line item

If you have any questions please feel free to contact us at purchasing@cityofmobile.org.

Sincerely,

John Paine
Purchasing Agent
City of Mobile

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/25/2023	5803	VARIOUS	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Friday, May 19th, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

TRAFFIC SIGNAL EQUIPMENT
CABINETS, CONTROLLERS

Please observe instructions on Reverse side.

Please quote your prices in the unit specified in the bid.

All prices to be delivered pricing, FOB Mobile.

Products bid are to be compatible with existing equipment currently in use by the City of Mobile.

Provide Specifications on Traffic Signal Control Cabinets.

Pricing to be firm for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) additional six (6) month periods.

Items with options may be selected in place of the base bid item.

Approximate quantity is for each type of item, not for each optional item.

All items must meet requirements as per attached Specifications.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

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

Page 2 of 3

Qty 1-5

TS2-Type I

1. **Base Mount Cabinet Assembly without Controller**

Make _____ Model _____

Unit Price $_____

Qty 1-5

TS2-Type I

2. **Pole Mount Cabinet Assembly without Controller**

Make _____ Model _____

Unit Price $_____

Qty 1-5

TS2-Type II

3. **Base Mount Cabinet without Controller**

Make _____ Model _____

Unit Price $_____

Qty 1-5

TS2-Type II

4. **Pole Mount Cabinet without Controller**

Make _____ Model _____

Unit Price $_____

THE ABOVE ITEMS MUST MEET THE ATTACHED SPECIFICATIONS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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.

TO BE AWARDED ON A PER ITEM BASIS

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE
SPECIFICATIONS FOR TRAFFIC SIGNAL EQUIPMENT

I. General.

The following are the requirements for traffic signal equipment. These requirements may be supplemented or amended by the requirements given elsewhere in the bid documents, on plan sheets, and on the details in the ALDOT Special and Standard Highway Drawings.

Requirements specified in these specifications shall comply with the latest editions of the NEC and the NESC. All equipment shall conform to the requirements in the NEMA Standards Publication No. TS 2-2016, "Traffic Control Systems" or latest revisions and shall conform to the requirements specified within these specifications. All equipment shall meet the latest NEMA Environmental and Operating Standards. In case of conflict with cited Standard Publications and these specifications, the requirements of these specifications shall govern.

For purposes of these specifications wherever the following terms or abbreviations are used, the meaning shall be interpreted as follows:

A	Amps
AC	Alternating Current
ANSI	American National Standards Institute
ASTM	American Society for Testing Materials
AWG	American Wire Gage
DC	Direct Current
Hz	Hertz
IMSA	International Municipal Signal Association
ITE	Institute ofTransportation Engineers
LED	Light Emitting Diode
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufactures Association
NESC	National Electrical Safety Code
UL	Underwriters Laboratories
V	Volts
VA	Volt Amps
W	Watts

Descriptions and defin it ions of the equipment, words, and term inology used in these specifications are given in the MUTCD, the NEMA TS 2-2016 Standards Publication, ITE publications, and the NEC.

II. Cabinet Assembly with Controller.

The cabinet assembly shall be configured and bench-tested prior to installing the cabinet assembly. An Electrician from the City of Mobile Electrical Department Traffic Division shall inspect the cabinet assembly prior to turning on the system.

(a) DESCRIPTION.
A cabinet assembly with controller shall consist of a controller unit, conflict monitor, auxiliary devices, electrical devices and other equipment as specified in these specifications, plans, or proposal mounted and wired into a cabinet to make a complete operational traffic cabinet assembly.

(b) CABINET DESIGN.
The cabinet shall be an approved weatherproof enclosure. It shall be designed for base mount or pole mount as shown on the plans. The cabinet shall be clean-cut in design and appearance.

1. MATERIAL.
The cabinet shall be fabricated from cast aluminum or shaped sheet aluminum. Unless otherwise shown on the plans, the cabinet shall be aluminum finish. When painting of the cabinet is specified, the cabinet shall be primed and finished with two coats of high-grade enamel paint, complying with the requirements of Section 855.

2. CABINET DIMENSIONS.
The cabinet shall be large enough to provide ample space to house the controller unit, conflict monitor,auxiliary devices, electrical devices, and other equipment as specified in these specifications, plans or proposal. The cabinet shall accommodate the largest controller dimensions for the specific number of phases required by the plans or proposal.
The minimum size of pole mounted controller cabinet shall be 41 inches in height, 28 inches in width, and 16 inches in depth.
The minimum size of base mounted controller cabinet shall be 54 inches in height, 38 inches in width, and 16 inches in depth.

3. DOORS.
When closed, the doors shall fit closely to gasketing, making the cabinet weather-resistant and dust-tight. Door hinges, bolts, and pins shall be of stainless steel or equivalent corrosion resistant material. Main Cabinet Door: A hinged main cabinet door shall be provided permitting complete access to the interior of the cabinet. When opened, this door shall be provided with a device designed to hold the door in an opened position. Secondary Access Door: An access door which allows access to the back side of the terminal facility shall be provided unless a pole mounted cabinet is required. Auxiliary Cabinet Door: A small, hinged, auxiliary door {police compartment door) shall be provided on the out side of the main cabinet door. The auxiliary door shall permit access to a switch panel, but shall not allow entrance to the controller mechanism nor to exposed electrical terminals.

4 GASKETING.
Gasketing shall be provided on all door openings and shall be dust tight. Gaskets shall be permanently bonded to the metal. The mating surface of the gasketing shall be covered with a silicone lubricant to prevent sticking to the mating.

5. LOCKS AND KEYS .
The main cabinet door and secondary access door shall each be equipped with a sturdy brass or stainless steel lock. The locks shall be a traffic industry conventional lock and operate with a No. 2 key. The locks shall be permanently lubricated and shall be covered with a weatherproof tab.

The small auxiliary door (police compartment door) shall be equipped with a lock and shall use a standard skeleton key. Two keys shall be furnished for each type of lock.

6. SHELVES.
The cabinet shall be supplied with two mounting shelves. One shelf shall be used for storage of the controller and its associated hardware and the other shelf for storage of detectors.
A pull out drawer with lid shall be installed and centered under the bottom shelf. The drawer shall be made of aluminum and come out on full extension drawer slides with 'oa11 bearings. The lid on the pull out drawer shall have a non-slip surface, provide an approximate 16 inch x 14 inch working area and have the ability to bear a constant 25 pound burden. The drawer shall include a rear hinge with sufficient storage to hold at least two copes of the cabinet drawings and other related cabinet documentation.

7. CABINET LIGHTING.
Cabinets shall be provided with a minimum of two {2) white light LED modules. One (1) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide light to the load bay area of the cabinet. Both
LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch.

8. POLICE PANEL SWITCHES.
The police door switch panel shall contain only two switches, a power ON/OFF switch, and a flash ON/OFF switch.
The power ON/OFF switch shall be a signal head off switch and not an AC power off switch for the cabinet. This switch shall not interrupt the controller power nor interrupt the controller cycling. The flash ON/OFF switch shall apply a flash mode to the flasher relay and shall neither interrupt the controller power nor interrupt the controller cycling. There shall be no remote plug-in contained within the police panel area.

9. POLE MOUNT HARDWARE.
A cabinet intended for side-of-pole mounting shall be provided with an adapter (exclusive of lag bolts or banding) necessary to permit mounting to a 4.5 inch diameter or larger pole. The adapter shall accommodate lag bolts up to 3/8 inch diameter or banding up to 1 inch wide. Mounting holes shall be provided at or near the top and bottom of the cabinet.

10. GROUNDING.
Ground electrodes at controllers shall be a copper clad rod 10 feet in length and 5/8 inch in diameter, driven to a depth. of 8 feet and bonded by copper wire or strap of the same cross sectional area as No. 6 AWG wire.

11. CONVENIENCE RECEPTACLE.
A convenience outlet shall be provided as part of the terminals and facilities. The convenience receptacle shall be a duplex, three prong, NEMA Type 5 - 15R grounding type outlet and shall have independent ground fault circuit protection.

12. CABINET VENTILATION.
Louvered vents shall be located on the main cabinet door. Vents shall allow the release of excessive heat and any explosive gases that might enter the cabinet.

A cabinet vent air filter, minimum size of 16 inches x 12 inches x 1 inch, shall be mounted on door and held in place by a spring. A thermostatically controlled power vent and fan shall be provided. The thermostat shall activate the fan at 110 oF and de-activate the fan at 90 oF with an accuracy of± 5 T

13. IDENTIFICATION PLATE.
An aluminum identification plate shall be affixed to the cabinet door. The identification plate shall be sized to provide the message "City of Mobile" either etched or embossed in 1 inch high letters. The letters shall be delineated in black enamel.

14. DATA LABEL.
A data label shall be placed on the inside of the cabinet door to provide the following information:
- Manufacturer's name- All equipment installed cabinet
- Date of Manufacture
- Wiring Schematics Number
- Controller Model Number
- Controller Serial Number
- Conflict Monitor Model Number
- Conflict Monitor Serial Number
- Time Base Coordinator Model Number (If applicable)
- Time Base Coordinator Seria l Number (If applicable)
- Communication Unit Model Number {If applicable)
- Communication Unit Serial Number (if applicable)
- Master Model Number (If applicable)
- Master Serial Number (If applicable)
- Time Clocks Model Number (If applicable)
- Time Clocks Serial Number (If applicable)

(c) **AUXILIARY DEVICES.**

1. GENERAL.
Auxiliary devices shall conform to the requirements of NEMA Standard Publication No. TS 2-2016, "Traffic Controller Assemblies".

2. SOLID STATE FLASHERS.
The flasher shall be jack mounted.

3. FLASH TRANSFER RELAY.
The flash transfer relay shall be a heavy-duty relay designed for continuous duty. It shall mount on an eight pin spade plug base.

4. SOLID STATE LOAD SWITCH .
The signal load switches and signal load base plate shall be furnished and wired in place for each phase provided.
Load switches shall be triple signal, NEMA input light indicating, rated for 10 A at 165 of . The actual switching component shall have a minimum 500 V PIV rating.

5. DETECTOR TEST SWITCHES.
When specified, detector test switches shall be furnished to check all detector control circuits.

6. MERCURY CONTACTOR.
A mercury contactor input power relay shall be a 40 A relay for 2 phase and 4 phase controllers and a 60 A relay for 8 phase controllers.

(d) TERMINALS AND FACILITIES.

1. GENERAL.

The following define the performance and construction requirements of cabinet terminals and facilities that are considered to be of the attached or non plug-in type. These additional specifications cover the physical requirements, electrical requirements, interface, cabling, supporting terminal facilities, and labeling.

2. OPENINGS.

The cabinet shall be provided with necessary openings for mounting and connection as specified.

3. ARRANGEMENT OF DEVICES.

The controller equipment and terminal blocks shall be so arranged within the cabinet that they will not upset the entrance, training, and connection of the incoming conductors.

4. TERMINAL AND PANEL WIRING.

No printed circuit boards will be allowed in the cabinet wiring facility. Every panel and terminal shall be hardwired.

Each cabinet assembly is to be furnished with panels in the cabinet mounted in such a way as to provide visibility and accessibility.

All panel wiring shall be neat, firm, and hardwired .

5. TERMINAL PANEL.

As a minimum, the panel shall be provided with the following terminal blocks:

• Terminal block to provide connections for the circuit breaker and power supply line.

• Terminal block unfused, for neutral side of power supply line.

• Terminal blocks for conductors of signal control cable. One terminal for each signal circuit and one or more terminals for the common conductor shall be provided.

The termina l blocks shall be located at least 6 inches from the bottom of the base mount cabinet and arranged for adequate electrical clearance between terminal blocks.

6. POWER TERMINAL STRIP.

Terminal strip shall be supplied for incoming power.

7. INSERT TERMINALS.

All components, connectors, plug terminals, and insert terminals shall be clearly annotated.

8. TERMINAL STRIP SHIELDING.

If terminal points are located adjacent to a shelf so that possible shorting can be accomplished by shifting of components, the terminal strips shall be shielded.

9. TERMINAL POINTS AND TERMINAL STRIPS.

All terminal points and terminal strips shall be the double tie type and shall be clearly annotated.

There shall be no more than two connections made on any terminal point.

Connections shall be made by using ring tongue terminal connections stamped from on~{l iece of-pure mpi)ei.

The barrel will be formed with a brazed butted seam and shall be pre-insulated with an appropriate sleeve.
The terminal connections shall be required to be the correct size for the wire and terminal strip bolts.
Terminal connections used on solid wire shall be soldered.
10. WIRING .
Wiring with controller cabinet shall be neatly laced and identified.
All wires shall be cut to a proper length before assembly. No wire shall be doubled back to take up slack.
The outgoing traffic control signal circuits shall be of the same polarity as the line side of the power supply; the common return of the signal circuits shall be of the same polarity as the grounded side of the power supply.
All wiring to AC+ shall be colored black. All wiring to AC- shall be colored white.
All wiring to chassis ground shall be colored green.
11. CABLES.
All cables shall be self-contained and have continuous jackets from terminal facility into connector.
The jacket shall be solid flexible sleeving or expandable self-fitting polyester sleeving. Spiral wrap type sleeving will not be accepted.
The position of cables between the components must be such that when the door is closed, it does not press against the cables or force the cables against various components inside the cabinet.
All cables shall be sel f-contained and shall not be split to feed more than one connector.
12. DETECTOR PANEL.
A separate panel shall be furnished for detector wiring with all NEMA functions available and wired to the terminal strips.

The panel shall also include an earth ground buss with terminal points parallel and adjacent to the loop connection terminals for lightning protection.
A twelve-position double tie blank terminal strip shall be mounted on detector panel for future use.
13. SWITCH PANELS.
An internal switch panel shall be mounted on the inside of the main door. All switch functions shall be permanently and clearly labeled.
14. GROUNDING.
All logic ground, AC neutral, and chassis ground within the equipment and cabinet shall be isolated, split with separate ground buses being required for AC neutral and earth ground.

All lightning protection shall be grounded to the chassis ground. Lightning protection shall be installed before the power service to the cabinet is turned on.
All neutral conductors shall be grounded at the controller and at each terminal point.

15. LINE FILTERS.
Line filters shall be furnished to protect the controller from line voltage surges. Line filters for two phase controllers shall be rated at 25 A and four phase controllers shall be rated at 30 A through eight phase shall be rated at 45 A.
16. RADIO INTERFERENCE SUPPRESSION.
Each cabinet shall be equipped with a radio interference suppressor installed. The suppressor shall be connected to filter interference completely from the controller and associated equipment.
17. MAINTENANCE PANEL SWITCHES.
These switches shall be mounted on the inside of the main door, on the back side of the auxiliary compartment (police compartment). All switch functions shall be permanently and clearly labeled. The switches shall be of a rocker type and protected to prevent accidental switching. The following switches shall be provided: STOP-TIME, Auto/Flash (NEMA TS-2 section 5.5.1), Signal ON/OFF (heads only). The STOP-TIME switch shal l be connected to a three position switch that is labeled as followed: The top position shall be labeled as "STOP-TIME", which shall set the STOP-TIME bit to the controller, stopping the controller cycle, holding it in its current state; the middle position shall be labeled as "DISABLED", which disables the STOP-TIME bit in the monitor; the bottom position shall be labeled as "RUN", which enables the STOP-TIME bit in the monitor.
The Auto/Flash switch be installed and labeled in accordance with the specifications contained in NEMA TS-2, Section 5.5.1.
The Signal ON/OFF switch shall be a two position switch the kills the power to the signal heads, making the intersection dark. This switch shall not interrupt the controller power nor shall it interrupt the controller cycling.
18. MAIN CIRCUIT BREAKERS.
A circuit breaker shall be furnished . Circuit breakers shall be rated at 20 A for two phase controllers, shall be rated at 30 A for three and four phase controllers, and shall be rated at 40 A for five through eight phase controllers.

The main circuit breaker shall turn off all power to the cabinet and shall not be used for the power switch, which is located in the service panel.
19. POWER SUPPLY.
Unless otherwise specified the controller unit and associated equipment shall operate reliably on 115 V; 60 Hz single phase alternating current.
Any internal DC voltages required to satisfactorily operate a cabinet assembly shall be from a regulated power supply designed to generate all DC voltages required, constructed as an integral part of the cabinet assembly.
The grounded side of the power supply shall be carried throughout the controller in a continuous circuit.

20. TIMER CONNECTIONS.

The electrical connections from the timer to the outgoing and incoming circuits shall be made in such a manner that the timer may be replaced with a similar unit, without the necessity of disconnecting and reconnecting the individual wires leading there from. This can be accomplished by means of a multiple plug and jack, a springconnected mountin& or equivalent arrangement.

21. SIGNAl *LOAD* SWU..Q::!-ARRESTOR.

The load switch output shall have a metal-oxide varistor, Type V150LA20A.

22. REPLACING LIGHTNING PROTECTION .

All lightning protection devices shall be replaceable without removing any panels.

23. INDICATOR LIGHTS.

Controllers having indicator lights with a design or in circuit life of less than 75,000 hours shall have a micro-switch located on the cabinet door that will extinguish the indicators when the door is closed.

24. NEMA INDICATION WIRING .

All ,NEMA functions plus NEMA coded status bits and voltage monitor outputs as listed in the NEMA Standards Publ ication No. TS 2-2016. Outputs shall be brought out and wired to an individua l tie point of a terminal strip before further routing.

25. PREEMPTION (PRIORITY CONTROL) .

When preemption is required by the plans or proposal, electrical devices, logic circuits and special wiring shall be provided which will assume control over local traffic control equipment to require display of special safety modes giving preferential right-of-way to emergency vehicles or protection at railroad crossings.

(e) **CONFLICT MONITOR.**

1. TYPE.

Confl ict Monitor shall be a NEMA Type 12L and conform to the requirements of NEMA Standards Publication No. TS 1-1989 Section 6, "Conflict Monitor Specifications", or any subsequent publication, plus the following features:

2. MONITOR REMOVAL.

The intersection shall remain in flash operation when the monitor has been removed.

3. BLOWN FUSE MONITOR.

The intersection shall go to flashing operation when the monitor fuse blows.

4. POWER SUPPLY MALFUNCTION.

The intersection shall go to flashing operation when the controller power supply malfunctions.

5. CONTROLLER POWER WITH TRIPPED CONFLICT MONITOR.

The conflict monitor shall not interrupt controller power when tripped.

6. STOP TIMING WITH TRIPPED CONFLICT MONITOR.

The conflict monitor shall apply stop timing on the controller when tripped .

7. INDICATION OF DRIVE FAILURE.

The conflict monitor shall indicate which drive failure has occurred (Red Fail).

8. DISPLAY AND PRINTING.
The unit shall have a LCD display, it must also have a printer port, RS232, and be capable of printing all memory-stored failures, with the type failure and date.
9. CLOCK.
The unit shall have a real time clock.
10. EVENT LOG .
The unit shall have an event log that contains the following data :
• AC power interruption/restoration logging;
• Logs reset after failure;
• Log 24 V values;
• Log CVM failure;
• Load switch failure;
• Log all faults with time and date.
11. EXTENDED MONITORING.
The unit shall have the following extended monitoring:
• Dual indication monitoring per channel;
• Short vehicle clearance detection.
12. DISPLAY OF INTERSECTION STATUS.
The unit shall be capable of displaying intersection status.
13. READBACK.
The unit shall have program card readback.
14. TERMINATION OF UNUSED INPUTS.
All unused inputs will be brought out and terminated on a terminal strip.
15. MONITOR INPUT WIRING.
Monitor inputs shall be wired to field output terminals.

(f) SURGE PROTECTION FOR CABINET ASSEMBLY.

1. PROTECTION OF CABINET ASSEMBLY.
All cabinet assemblies shall be furnished with a surge protector on the AC service input, which meets or exceeds the following performance requirements.
• Unit shall be capable of withstanding repeated *20,000* A surges a minimum of 25 times.
• Unit shall have internal follow-current limiters (resistive elements).
• Unit shall contain a minimum of three active clamping stages.

• Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.
• Parallel impedance of limiters shall be less than 0.15 ohms.
• Unit voltage shall be to the circuit breaker before cabinet voltage filters.
• Electrical connections on the unit shall be durable enough to accommodate a No. 6 AWG wire.
The unit shall have a mounting plate for easy removal and replacement and shall be mounted in a neat workmanlike manner in the controller cabinet with as short a run as possible from the power input to the circuit breaker.
2. PROTECTION OF SIGNAL LOAD SWITCHES.
Each load switch shall be furnished with a gas tube or metal-oxide varistor, Type 150LA20A.

Unit shall have an impulse breakdown of less than 1000 V in less than 0.1 microsecond at 10 kV per microsecond.
Unit shall be capable of withstanding 20 A AC for 1 second applied 10 times at 3 minute intervals on either section.
Unit shall have a current rating of1.0,DOO A {8/impulsej onetrrne.
Unit shall have a striking voltage of 300 to 500 V DC.
Unit shall have a minimum holdover of 155 V DC.
Unit shall be installed across the Triac of each section of the load switch. The cent er electrode of the gas tube surge protector shall be connected to pin number 12 of the load switch plug. The load switch receptacle pin number 12 shall be wired to a minimum No. 8 wire ground buss. The ground buss shall be connected to the chassis ground and a ground rod. Connection terminal shall be provided a minimum distance possible from the physical center of the ground buss.
3. PROTECTION OF CONTROLLER UNIT AND CONFLICT MONITOR.
Power and neutral for controller and conflict monitor shall be wired through a high-speed approved suppressor. The output of the arrestor to failsafe, controller, etc., shall be through shielded cable or twisted pair to the units AC plus and AC minus inputs.
The surge protection device shall meet or exceed the following performance requirements.
Protectors, after being subjected to twenty five 20 kA (8 X 20 ~s) pulses must remain operative and exhibit less than 5 percent plus or minus change in clamp voltage before and after the test.
The protector clamp shall never exceed 250 V when subjected to the 20 kA surge.
The peak current shall be 20,000 A.
The continuous service current shall be, 10 A maximum, 120 V AC, 60 Hz.
FILTERING SPECIFICATIONS, MIL-STD-220 Insertion Loss Test Data
Insertion Loss Requirements
Frequency Insertion Loss (db)
60 Hz 0
10 kHz 34
50 kHz 55
100 kHz 76
500 kHz 68
2 MHz 58
5 MHz 58
10 MHz 58
20 MHz 63
4. PROTECTION OF REMOTE DETECTOR AND INTERCONNECT CABLE.
Each remote detector input line and interconnect line, as it enters the cabinet shall be furnished with a surge protection device that meets or exceeds the following requirements.

Unit shall be capable of withstanding 10,000 A 10:20 microsecond standard waveform surges a minimum of 50 times.
Unit shall have internal follow-current limiters (resistive elements).
Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.
Unit shalt not have thermal circuit breakers in place of limiters.
Limiter resistance shall be between 0.15 0 and 0.39 0.
Unit shall have a mounting plate for easy removal and replacement and shall be mounted in the controller cabinet in a neat workmanlike manner.
5. PROTECTION OF LOOP DETECTORS (EXTERNAL SURGE PROTECTION).
External surge protection for each detector must meet the following requirements.
Unit shall be a three terminal device capable of protecting the detector against differential (between the loop leads) surge, and against common mode (between leads and ground) surges.
Unit shall be of the inductive type with a maximum DC resistance of 150 mO.
Unit inductance shall be able to protect the detector electronics when the detector is subjected to a 400 A surge across the detector leads.
Unit shall be a two stage device.
Unit shall clamp a 250 A surge to 25 V within 40 nanoseconds. Surge shall be applied between the two detector leads.
Unit shall clamp a 250 A COMMON mode (between leads and ground) surge to 35 V. These do not include protector lead IR drop.
Unit shall withstand repeated surges.
Unit and loop terminals to be physically mounted approximately 6 inches from bottom of cabinet.
(g) **WIRING DIAGRAM.**
Two copies of cabinet wiring diagram shall be supplied as well as copies ofthe following:
• Controller circuit diagrams and schematics;
• Controller Operations Manual;
• Conflict Monitor diagrams and schematics.
• Flasher diagrams and schematics;
• Load Relay diagrams and schematics;
• Diagrams and schematics of any externa l hardware supplied;
• Template of Base Mounting if base mounted.
Cabinet prints shall include flash color change instructions for all phases and all overlaps.
Cabinet prints shall be keyed to show every input and every output from every terminal.
If prints use multiple ground and neutral busses, busses shall be numbered. All grounds and neutrals shall be keyed to the busses that they are connected to.
Cabinet prints shall show every connector.
{h) CONTROLLER UNIT.
1. TYPE.
Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this project. Controller shall be NTCIP and fully meet the ATC Standard 5.2b and proposed ATC 5201 Standard v06.

The phase requirements requ ired on the plans will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to t~ EMA Tet~uiremerrts .

Unless otherwise described in these specifications, or required by the plans or the proposal, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

Controller shall be compatible with Centracs 2.0 Advanced Transportation Management System. Controller shall include datakey receptacle, with an option to include any necessary datakey.

3. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

III. Master Cabinet Assembly.

{a) MASTER CABINET.

The following additional requirements shall apply to the cabinet for a master cabinet assembly.

The master cabinet assembly shall house a hardwire master interconnect panel to provide for seven wire interconnect 120 V to be complete with three NEMA load switches, and complete with 120 V relays. The required functions provided shall consist of three dials; three offsets and flash; outputs and inputs. Panels shall have all components mounted on 0.125 inch sheet aluminum. The panel shall be completely wired in-place to include all necessary harness, and shall be wired to conform to the requirements of the MUTCD for system flash.

Terminal block faci lit ies shall be provided for the interconnection.

(b) MASTER CONTROLLER UNIT.

1. GENERAL.

The master controller for an interconnected traffic control signal system shall be the apparatus required to provide supervisory functions under normal operation as described for interconnected controllers. The master control shall be compatible with the controller unit supplied with the cabinet assembly with controller.

2. MOTOR.

The master controller shall be driven by a synchronous motor or be provided with a synchronous control mechanism which will maintain a constant time cycle; however, when it is not necessary to keep a traffic control signal system in step with adjacent systems or adjacent non-interconnected controllers, an induction motor driven master controller may be specified.

3. SUPERVISORY FUNCTIONS.

- Means for automatically establishing offset time relations of local controllers.
- Hand operated switch for turning off completely all traffic control signal lights at interconnected local controllers.
- Hand operated switch for transfer of traffic control signal lights at each local controller to give flashing indications.

• Hand operated switch for selectin_g offset at which all inter.connected local controllers shall operate in accordance with three distinct timing plans.
• Hand operated switch for selecting two or three interval setups on which each of the interconnected local controllers shall operate.
The above requirements of shall be obtainable when specified, by means of an automatic time switch, in which case the automatic switching schedule shall be required.

IV. Cabinet Assembly without Controller.

The cabinet assembly without controller shall meet the specifications and standards as described in Section II (a) through (g) as defined above.

V. Controller Unit.

These specifications set forth the minimum requirements for a shelf mounted, two {2) through sixteen (16) phase, fully actuated, digital, solid state controller. The controller shall be configurable to meet all applicable sections of the NEMA Standards publications for TS-2.

(a) **ADVANCED TRAFFIC CONTROLLER FOR NEMA-STYLE CABINETS.**

1. TYPE.

Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this project. Controller shall be NTCIP and fully meet the ATC Standard 5.2b and proposed ATC 5201 Standard v06.

The phase requirements required on the plans will ind icate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

Unless otherwise described in these specifications, or required by the plans or the proposal, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

Controller shall be compatible with Centracs 2.0 Advanced Transportation Management System.

3. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

(b) **STANDARD NEMA TS-2 CONTROLLER.**

1. TYPE.

Controller shall be NEMA TS-2 Type 2. Type 2 controller shall be capable of operating as a Type 1 controller.

The phase requirements required on the plans will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

2. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and conilector-s for a~l ~ssary user connections. The standard controller -sha11 have a monochrome menu display.

The controller shall include an option that allows updating software using a Windows based computer, a USB thumb drive, or an SD card. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

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:6/27/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Southern Lighting & Traffic Systems for 7 traffic signal controller cabinets for Traffic Engineering.
CIP

Amount of Contract:

$100,700.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230620 Southern Agenda Package POs	Cover Memo	6/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/22/2023 - 2:32 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
11128	2023	(2060) TRAFFIC ENGINEERING	7 TRAFFIC SIGNAL CONTROLLER CABINETS FOR TRAFFIC ENGINEERING (SEALED BID 5803)	$100,700.00	(278464) SOUTHERN LIGHTING & TRAFFIC SYSTEMS

Adopted:

_____
City Clerk

Bill To	Requisition 00011128-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5803 AND YOUR BID RESPONSE			
001	CABINET, TRAFFIC, BASE, MOUNT	1.00	14700.00000	14700.00
	TS2-TYPE 1 WITHOUT CONTROLLER.	EACH		
	AS PER MY BID 5803 AND YOUR BID			
	RESPONSE.			
	Vendor Item			
	Inventory Item/Loc 18302			
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0794 .OPERSUPPLS. .			14700.00

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00011128-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	CABINET, TRAFFIC, BASE, MOUNT TS2-TYPE 1 WITHOUT CONTROLLER. AS PER MY BID 5803 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18302	1.00 EACH	14700.00000	14700.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0343 .OPERSUPPLS. .			14700.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	CABINET, TRAFFIC, BASE, MOUNT TS2-TYPE 1 WITHOUT CONTROLLER. AS PER MY BID 5803 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18302	2.00 EACH	14700.00000	29400.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			

Bill To	Requisition 00011128-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E C0727 .OPERSUPPLS. .			29400.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	CABINET, TRAFFIC, BASE, MOUNT TS2-TYPE 1 WITHOUT CONTROLLER. AS PER MY BID 5803 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18302	1.00 EACH	14700.00000	14700.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0293 .OPERSUPPLS. .			14700.00

Bill To	Requisition 00011128-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
005	CABINET, TRAFFIC, POLE MOUNT, TS2- TYPEII WITHOUT CONTROLLER. AS PER MY BID 5803 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18117	2.00 EACH	13600.00000	27200.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0727 .OPERSUPPLS. .			27200.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			

Bill To	Requisition 00011128-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 100700.00

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

Account			Amount	Remaining Budget
E C0293	.OPERSUPPLS.	.	14700.00	24312.73
E C0343	.OPERSUPPLS.	.	14700.00	75243.71
E C0727	.OPERSUPPLS.	.	56600.00	667643.41
E C0794	.OPERSUPPLS.	.	14700.00	85300.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	100700.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Rejected	06/14/23	JENNIFER WHITE	General fund does not have ade
Approved	06/15/23	JENNIFER WHITE	
Approved	06/15/23	BRENDA RHODES	
Approved	06/15/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/15/23	RELYA MALLORY	Auto approved by: 910511034
Unknown	06/16/23	SANDRA LEWIS	
Approved	06/16/23	DONALD ROSE	Auto approved by: 910518227
Approved	06/16/23	SANDRA LEWIS	

Bill To	Requisition 00011128-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	278464				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/16/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	06/16/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5803

TRAFFIC SIGNAL EQUIPMENT CABINETS

VENDORS		SOUTHERN LIGHTING & TRAFFIC SYSTEMS				
Line						
1	TS2-TYPE I BASE MONT CABINET ASSEMBLY WITHOUT CONTROLLER	$ 14,700.00				
2	TS2-TYPE I POLE MONT CABINET ASSEMBLY WITHOUT CONTROLLER	$ 14,500.00				
3	TS2-TYPE II BASE MOUNT CABINET ASSEMBLY WITHOUT CONTROLLER	$ 13,600.00				
4	TS2-TYPE II BASE MOUNT CABINET ASSEMBLY WITHOUT CONTROLLER	$ 12,700.00				

ADDENDUM

April 25, 2023

RE: City of Mobile Bid #5803 Traffic Signal Equipment Cabinets, Controllers

Please consider the following to be addendum to City of Mobile Bid #5803 Traffic Signal Equipment Cabinets, Controllers

REMOVE
Qty 1-5 for each line item

REPLACE WITH

Aprroximate Qty 1-5 for each line item

If you have any questions please feel free to contact us at purchasing@cityofmobile.org.

Sincerely,

John Paine
Purchasing Agent
City of Mobile

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/25/2023	5803	VARIOUS	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Friday, May 19th, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

TRAFFIC SIGNAL EQUIPMENT
CABINETS, CONTROLLERS

Please observe instructions on Reverse side.

Please quote your prices in the unit specified in the bid.

All prices to be delivered pricing, FOB Mobile.

Products bid are to be compatible with existing equipment currently in use by the City of Mobile.

Provide Specifications on Traffic Signal Control Cabinets.

Pricing to be firm for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) additional six (6) month periods.

Items with options may be selected in place of the base bid item.

Approximate quantity is for each type of item, not for each optional item.

All items must meet requirements as per attached Specifications.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

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

Page 2 of 3

Qty 1-5

TS2-Type I

1. **Base Mount Cabinet Assembly without Controller**

Make _____ Model _____

Unit Price $_____

Qty 1-5

TS2-Type I

2. **Pole Mount Cabinet Assembly without Controller**

Make _____ Model _____

Unit Price $_____

Qty 1-5

TS2-Type II

3. **Base Mount Cabinet without Controller**

Make _____ Model _____

Unit Price $_____

Qty 1-5

TS2-Type II

4. **Pole Mount Cabinet without Controller**

Make _____ Model _____

Unit Price $_____

THE ABOVE ITEMS MUST MEET THE ATTACHED SPECIFICATIONS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 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. **TO BE AWARDED ON A PER ITEM BASIS**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE
SPECIFICATIONS FOR TRAFFIC SIGNAL EQUIPMENT

I. General.

The following are the requirements for traffic signal equipment. These requirements may be supplemented or amended by the requirements given elsewhere in the bid documents, on plan sheets, and on the details in the ALDOT Special and Standard Highway Drawings.

Requirements specified in these specifications shall comply with the latest editions of the NEC and the NESC. All equipment shall conform to the requirements in the NEMA Standards Publication No. TS 2-2016, "Traffic Control Systems" or latest revisions and shall conform to the requirements specified within these specifications. All equipment shall meet the latest NEMA Environmental and Operating Standards. In case of conflict with cited Standard Publications and these specifications, the requirements of these specifications shall govern.

For purposes of these specifications wherever the following terms or abbreviations are used, the meaning shall be interpreted as follows:

A	Amps
AC	Alternating Current
ANSI	American National Standards Institute
ASTM	American Society for Testing Materials
AWG	American Wire Gage
DC	Direct Current
Hz	Hertz
IMSA	International Municipal Signal Association
ITE	Institute ofTransportation Engineers
LED	Light Emitting Diode
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufactures Association
NESC	National Electrical Safety Code
UL	Underwriters Laboratories
V	Volts
VA	Volt Amps
W	Watts

Descriptions and defin it ions of the equipment, words, and term inology used in these specifications are given in the MUTCD, the NEMA TS 2-2016 Standards Publication, ITE publications, and the NEC.

II. Cabinet Assembly with Controller.

The cabinet assembly shall be configured and bench-tested prior to installing the cabinet assembly. An Electrician from the City of Mobile Electrical Department Traffic Division shall inspect the cabinet assembly prior to turning on the system.

(a) DESCRIPTION.
A cabinet assembly with controller shall consist of a controller unit, conflict monitor, auxiliary devices, electrical devices and other equipment as specified in these specifications, plans, or proposal mounted and wired into a cabinet to make a complete operational traffic cabinet assembly.

(b) CABINET DESIGN.
The cabinet shall be an approved weatherproof enclosure. It shall be designed for base mount or pole mount as shown on the plans. The cabinet shall be clean-cut in design and appearance.

1. MATERIAL.
The cabinet shall be fabricated from cast aluminum or shaped sheet aluminum. Unless otherwise shown on the plans, the cabinet shall be aluminum finish. When painting of the cabinet is specified, the cabinet shall be primed and finished with two coats of high-grade enamel paint, complying with the requirements of Section 855.

2. CABINET DIMENSIONS.
The cabinet shall be large enough to provide ample space to house the controller unit, conflict monitor,auxiliary devices, electrical devices, and other equipment as specified in these specifications, plans or proposal. The cabinet shall accommodate the largest controller dimensions for the specific number of phases required by the plans or proposal.
The minimum size of pole mounted controller cabinet shall be 41 inches in height, 28 inches in width, and 16 inches in depth.
The minimum size of base mounted controller cabinet shall be 54 inches in height, 38 inches in width, and 16 inches in depth.

3. DOORS.
When closed, the doors shall fit closely to gasketing, making the cabinet weather-resistant and dust-tight. Door hinges, bolts, and pins shall be of stainless steel or equivalent corrosion resistant material. Main Cabinet Door: A hinged main cabinet door shall be provided permitting complete access to the interior of the cabinet. When opened, this door shall be provided with a device designed to hold the door in an opened position. Secondary Access Door: An access door which allows access to the back side of the terminal facility shall be provided unless a pole mounted cabinet is required. Auxiliary Cabinet Door: A small, hinged, auxiliary door {police compartment door) shall be provided on the out side of the main cabinet door. The auxiliary door shall permit access to a switch panel, but shall not allow entrance to the controller mechanism nor to exposed electrical terminals.

4 GASKETING.
Gasketing shall be provided on all door openings and shall be dust tight. Gaskets shall be permanently bonded to the metal. The mating surface of the gasketing shall be covered with a silicone lubricant to prevent sticking to the mating.

5. LOCKS AND KEYS .
The main cabinet door and secondary access door shall each be equipped with a sturdy brass or stainless steel lock. The locks shall be a traffic industry conventional lock and operate with a No. 2 key. The locks shall be permanently lubricated and shall be covered with a weatherproof tab.

The small auxiliary door (police compartment door) shall be equipped with a lock and shall use a standard skeleton key. Two keys shall be furnished for each type of lock.

6. SHELVES.
The cabinet shall be supplied with two mounting shelves. One shelf shall be used for storage of the controller and its associated hardware and the other shelf for storage of detectors.
A pull out drawer with lid shall be installed and centered under the bottom shelf. The drawer shall be made of aluminum and come out on full extension drawer slides with 'oa11 bearings. The lid on the pull out drawer shall have a non-slip surface, provide an approximate 16 inch x 14 inch working area and have the ability to bear a constant 25 pound burden. The drawer shall include a rear hinge with sufficient storage to hold at least two copes of the cabinet drawings and other related cabinet documentation.

7. CABINET LIGHTING.
Cabinets shall be provided with a minimum of two {2) white light LED modules. One (1) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide light to the load bay area of the cabinet. Both
LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch.

8. POLICE PANEL SWITCHES.
The police door switch panel shall contain only two switches, a power ON/OFF switch, and a flash ON/OFF switch.
The power ON/OFF switch shall be a signal head off switch and not an AC power off switch for the cabinet. This switch shall not interrupt the controller power nor interrupt the controller cycling. The flash ON/OFF switch shall apply a flash mode to the flasher relay and shall neither interrupt the controller power nor interrupt the controller cycling. There shall be no remote plug-in contained within the police panel area.

9. POLE MOUNT HARDWARE.
A cabinet intended for side-of-pole mounting shall be provided with an adapter (exclusive of lag bolts or banding) necessary to permit mounting to a 4.5 inch diameter or larger pole. The adapter shall accommodate lag bolts up to 3/8 inch diameter or banding up to 1 inch wide. Mounting holes shall be provided at or near the top and bottom of the cabinet.

10. GROUNDING.
Ground electrodes at controllers shall be a copper clad rod 10 feet in length and 5/8 inch in diameter, driven to a depth. of 8 feet and bonded by copper wire or strap of the same cross sectional area as No. 6 AWG wire.

11. CONVENIENCE RECEPTACLE.
A convenience outlet shall be provided as part of the terminals and facilities. The convenience receptacle shall be a duplex, three prong, NEMA Type 5 - 15R grounding type outlet and shall have independent ground fault circuit protection.

12. CABINET VENTILATION.
Louvered vents shall be located on the main cabinet door. Vents shall allow the release of excessive heat and any explosive gases that might enter the cabinet.

A cabinet vent air filter, minimum size of 16 inches x 12 inches x 1 inch, shall be mounted on door and held in place by a spring. A thermostatically controlled power vent and fan shall be provided. The thermostat shall activate the fan at 110 oF and de-activate the fan at 90 oF with an accuracy of± 5 T

13. IDENTIFICATION PLATE.
An aluminum identification plate shall be affixed to the cabinet door. The identification plate shall be sized to provide the message "City of Mobile" either etched or embossed in 1 inch high letters. The letters shall be delineated in black enamel.

14. DATA LABEL.
A data label shall be placed on the inside of the cabinet door to provide the following information:
- Manufacturer's name- All equipment installed cabinet
- Date of Manufacture
- Wiring Schematics Number
- Controller Model Number
- Controller Serial Number
- Conflict Monitor Model Number
- Conflict Monitor Serial Number
- Time Base Coordinator Model Number (If applicable)
- Time Base Coordinator Seria l Number (If applicable)
- Communication Unit Model Number {If applicable)
- Communication Unit Serial Number (if applicable)
- Master Model Number (If applicable)
- Master Serial Number (If applicable)
- Time Clocks Model Number (If applicable)
- Time Clocks Serial Number (If applicable)

(c) **AUXILIARY DEVICES.**

1. GENERAL.
Auxiliary devices shall conform to the requirements of NEMA Standard Publication No. TS 2-2016, "Traffic Controller Assemblies".

2. SOLID STATE FLASHERS.
The flasher shall be jack mounted.

3. FLASH TRANSFER RELAY.
The flash transfer relay shall be a heavy-duty relay designed for continuous duty. It shall mount on an eight pin spade plug base.

4. SOLID STATE LOAD SWITCH .
The signal load switches and signal load base plate shall be furnished and wired in place for each phase provided.
Load switches shall be triple signal, NEMA input light indicating, rated for 10 A at 165 of . The actual switching component shall have a minimum 500 V PIV rating.

5. DETECTOR TEST SWITCHES.
When specified, detector test switches shall be furnished to check all detector control circuits.

6. MERCURY CONTACTOR.
A mercury contactor input power relay shall be a 40 A relay for 2 phase and 4 phase controllers and a 60 A relay for 8 phase controllers.

(d) TERMINALS AND FACILITIES.

1. GENERAL.

The following define the performance and construction requirements of cabinet terminals and facilities that are considered to be of the attached or non plug-in type. These additional specifications cover the physical requirements, electrical requirements, interface, cabling, supporting terminal facilities, and labeling.

2. OPENINGS.

The cabinet shall be provided with necessary openings for mounting and connection as specified.

3. ARRANGEMENT OF DEVICES.

The controller equipment and terminal blocks shall be so arranged within the cabinet that they will not upset the entrance, training, and connection of the incoming conductors.

4. TERMINAL AND PANEL WIRING.

No printed circuit boards will be allowed in the cabinet wiring facility. Every panel and terminal shall be hardwired.

Each cabinet assembly is to be furnished with panels in the cabinet mounted in such a way as to provide visibility and accessibility.

All panel wiring shall be neat, firm, and hardwired .

5. TERMINAL PANEL.

As a minimum, the panel shall be provided with the following terminal blocks:

• Terminal block to provide connections for the circuit breaker and power supply line.

• Terminal block unfused, for neutral side of power supply line.

• Terminal blocks for conductors of signal control cable. One terminal for each signal circuit and one or more terminals for the common conductor shall be provided.

The termina l blocks shall be located at least 6 inches from the bottom of the base mount cabinet and arranged for adequate electrical clearance between terminal blocks.

6. POWER TERMINAL STRIP.

Terminal strip shall be supplied for incoming power.

7. INSERT TERMINALS.

All components, connectors, plug terminals, and insert terminals shall be clearly annotated.

8. TERMINAL STRIP SHIELDING.

If terminal points are located adjacent to a shelf so that possible shorting can be accomplished by shifting of components, the terminal strips shall be shielded.

9. TERMINAL POINTS AND TERMINAL STRIPS.

All terminal points and terminal strips shall be the double tie type and shall be clearly annotated.

There shall be no more than two connections made on any terminal point.

Connections shall be made by using ring tongue terminal connections stamped from on~{liece of-pure mpi)ei.

The barrel will be formed with a brazed butted seam and shall be pre-insulated with an appropriate sleeve.
The terminal connections shall be required to be the correct size for the wire and terminal strip bolts.
Terminal connections used on solid wire shall be soldered.
10. WIRING .
Wiring with controller cabinet shall be neatly laced and identified.
All wires shall be cut to a proper length before assembly. No wire shall be doubled back to take up slack.
The outgoing traffic control signal circuits shall be of the same polarity as the line side of the power supply; the common return of the signal circuits shall be of the same polarity as the grounded side of the power supply.
All wiring to AC+ shall be colored black. All wiring to AC- shall be colored white.
All wiring to chassis ground shall be colored green.
11. CABLES.
All cables shall be self-contained and have continuous jackets from terminal facility into connector.
The jacket shall be solid flexible sleeving or expandable self-fitting polyester sleeving. Spiral wrap type sleeving will not be accepted.
The position of cables between the components must be such that when the door is closed, it does not press against the cables or force the cables against various components inside the cabinet.
All cables shall be sel f-contained and shall not be split to feed more than one connector.
12. DETECTOR PANEL.
A separate panel shall be furnished for detector wiring with all NEMA functions available and wired to the terminal strips.

The panel shall also include an earth ground buss with terminal points parallel and adjacent to the loop connection terminals for lightning protection.
A twelve-position double tie blank terminal strip shall be mounted on detector panel for future use.
13. SWITCH PANELS.
An internal switch panel shall be mounted on the inside of the main door. All switch functions shall be permanently and clearly labeled.
14. GROUNDING.
All logic ground, AC neutral, and chassis ground within the equipment and cabinet shall be isolated, split with separate ground buses being required for AC neutral and earth ground.

All lightning protection shall be grounded to the chassis ground. Lightning protection shall be installed before the power service to the cabinet is turned on.
All neutral conductors shall be grounded at the controller and at each terminal point.

15. LINE FILTERS.
Line filters shall be furnished to protect the controller from line voltage surges. Line filters for two phase controllers shall be rated at 25 A and four phase controllers shall be rated at 30 A through eight phase shall be rated at 45 A.
16. RADIO INTERFERENCE SUPPRESSION.
Each cabinet shall be equipped with a radio interference suppressor installed. The suppressor shall be connected to filter interference completely from the controller and associated equipment.
17. MAINTENANCE PANEL SWITCHES.
These switches shall be mounted on the inside of the main door, on the back side of the auxiliary compartment (police compartment). All switch functions shall be permanently and clearly labeled. The switches shall be of a rocker type and protected to prevent accidental switching. The following switches shall be provided: STOP-TIME, Auto/Flash (NEMA TS-2 section 5.5.1), Signal ON/OFF (heads only).
The STOP-TIME switch shal l be connected to a three position switch that is labeled as followed: The top position shall be labeled as "STOP-TIME", which shall set the STOP-TIME bit to the controller, stopping the controller cycle, holding it in its current state; the middle position shall be labeled as "DISABLED", which disables the STOP-TIME bit in the monitor; the bottom position shall be labeled as "RUN", which enables the STOP-TIME bit in the monitor.
The Auto/Flash switch be installed and labeled in accordance with the specifications contained in NEMA TS-2, Section 5.5.1.
The Signal ON/OFF switch shall be a two position switch the kills the power to the signal heads, making the intersection dark. This switch shall not interrupt the controller power nor shall it interrupt the controller cycling.
18. MAIN CIRCUIT BREAKERS.
A circuit breaker shall be furnished . Circuit breakers shall be rated at 20 A for two phase controllers, shall be rated at 30 A for three and four phase controllers, and shall be rated at 40 A for five through eight phase controllers.

The main circuit breaker shall turn off all power to the cabinet and shall not be used for the power switch, which is located in the service panel.
19. POWER SUPPLY.
Unless otherwise specified the controller unit and associated equipment shall operate reliably on 115 V; 60 Hz single phase alternating current.
Any internal DC voltages required to satisfactorily operate a cabinet assembly shall be from a regulated power supply designed to generate all DC voltages required, constructed as an integral part of the cabinet assembly.
The grounded side of the power supply shall be carried throughout the controller in a continuous circuit.

20. TIMER CONNECTIONS.

The electrical connections from the timer to the outgoing and incoming circuits shall be made in such a manner that the timer may be replaced with a similar unit, without the necessity of disconnecting and reconnecting the individual wires leading there from. This can be accomplished by means of a multiple plug and jack, a springconnected mountin& or equivalent arrangement.

21. SIGNAl *LOAD* SWU..Q::!-ARRESTOR.

The load switch output shall have a metal-oxide varistor, Type V150LA20A.

22. REPLACING LIGHTNING PROTECTION .

All lightning protection devices shall be replaceable without removing any panels.

23. INDICATOR LIGHTS.

Controllers having indicator lights with a design or in circuit life of less than 75,000 hours shall have a micro-switch located on the cabinet door that will extinguish the indicators when the door is closed.

24. NEMA INDICATION WIRING .

All ,NEMA functions plus NEMA coded status bits and voltage monitor outputs as listed in the NEMA Standards Publ ication No. TS 2-2016. Outputs shall be brought out and wired to an individua l tie point of a terminal strip before further routing.

25. PREEMPTION (PRIORITY CONTROL) .

When preemption is required by the plans or proposal, electrical devices, logic circuits and special wiring shall be provided which will assume control over local traffic control equipment to require display of special safety modes giving preferential right-of-way to emergency vehicles or protection at railroad crossings.

(e) **CONFLICT MONITOR.**

1. TYPE.

Confl ict Monitor shall be a NEMA Type 12L and conform to the requirements of NEMA Standards Publication No. TS 1-1989 Section 6, "Conflict Monitor Specifications", or any subsequent publication, plus the following features:

2. MONITOR REMOVAL.

The intersection shall remain in flash operation when the monitor has been removed.

3. BLOWN FUSE MONITOR.

The intersection shall go to flashing operation when the monitor fuse blows.

4. POWER SUPPLY MALFUNCTION.

The intersection shall go to flashing operation when the controller power supply malfunctions.

5. CONTROLLER POWER WITH TRIPPED CONFLICT MONITOR.

The conflict monitor shall not interrupt controller power when tripped.

6. STOP TIMING WITH TRIPPED CONFLICT MONITOR.

The conflict monitor shall apply stop timing on the controller when tripped .

7. INDICATION OF DRIVE FAILURE.

The conflict monitor shall indicate which drive failure has occurred (Red Fail).

8. DISPLAY AND PRINTING.
The unit shall have a LCD display, it must also have a printer port, RS232, and be capable of printing all memory-stored failures, with the type failure and date.
9. CLOCK.
The unit shall have a real time clock.
10. EVENT LOG .
The unit shall have an event log that contains the following data :
• AC power interruption/restoration logging;
• Logs reset after failure;
• Log 24 V values;
• Log CVM failure;
• Load switch failure;
• Log all faults with time and date.
11. EXTENDED MONITORING.
The unit shall have the following extended monitoring:
• Dual indication monitoring per channel;
• Short vehicle clearance detection.
12. DISPLAY OF INTERSECTION STATUS.
The unit shall be capable of displaying intersection status.
13. READBACK.
The unit shall have program card readback.
14. TERMINATION OF UNUSED INPUTS.
All unused inputs will be brought out and terminated on a terminal strip.
15. MONITOR INPUT WIRING.
Monitor inputs shall be wired to field output terminals.

(f) SURGE PROTECTION FOR CABINET ASSEMBLY.

1. PROTECTION OF CABINET ASSEMBLY.
All cabinet assemblies shall be furnished with a surge protector on the AC service input, which meets or exceeds the following performance requirements.
• Unit shall be capable of withstanding repeated *20,000* A surges a minimum of 25 times.
• Unit shall have internal follow-current limiters (resistive elements).
• Unit shall contain a minimum of three active clamping stages.

• Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.
• Parallel impedance of limiters shall be less than 0.15 ohms.
• Unit voltage shall be to the circuit breaker before cabinet voltage filters.
• Electrical connections on the unit shall be durable enough to accommodate a No. 6 AWG wire.
The unit shall have a mounting plate for easy removal and replacement and shall be mounted in a neat workmanlike manner in the controller cabinet with as short a run as possible from the power input to the circuit breaker.
2. PROTECTION OF SIGNAL LOAD SWITCHES.
Each load switch shall be furnished with a gas tube or metal-oxide varistor, Type 150LA20A.

Unit shall have an impulse breakdown of less than 1000 V in less than 0.1 microsecond at 10 kV per microsecond.
Unit shall be capable of withstanding 20 A AC for 1 second applied 10 times at 3 minute intervals on either section.
Unit shall have a current rating of1.0,DOO A {8/impulsej onetrrne.
Unit shall have a striking voltage of 300 to 500 V DC.
Unit shall have a minimum holdover of 155 V DC.
Unit shall be installed across the Triac of each section of the load switch. The cent er electrode of the gas tube surge protector shall be connected to pin number 12 of the load switch plug. The load switch receptacle pin number 12 shall be wired to a minimum No. 8 wire ground buss. The ground buss shall be connected to the chassis ground and a ground rod. Connection terminal shall be provided a minimum distance possible from the physical center of the ground buss.
3. PROTECTION OF CONTROLLER UNIT AND CONFLICT MONITOR.
Power and neutral for controller and conflict monitor shall be wired through a high-speed approved suppressor. The output of the arrestor to failsafe, controller, etc., shall be through shielded cable or twisted pair to the units AC plus and AC minus inputs.
The surge protection device shall meet or exceed the following performance requirements.
Protectors, after being subjected to twenty five 20 kA (8 X 20 ~s) pulses must remain operative and exhibit less than 5 percent plus or minus change in clamp voltage before and after the test.
The protector clamp shall never exceed 250 V when subjected to the 20 kA surge.
The peak current shall be 20,000 A.
The continuous service current shall be, 10 A maximum, 120 V AC, 60 Hz.
FILTERING SPECIFICATIONS, MIL-STD-220 Insertion Loss Test Data
Insertion Loss Requirements
Frequency Insertion Loss (db)
60 Hz 0
10 kHz 34
50 kHz 55
100 kHz 76
500 kHz 68
2 MHz 58
5 MHz 58
10 MHz 58
20 MHz 63
4. PROTECTION OF REMOTE DETECTOR AND INTERCONNECT CABLE.
Each remote detector input line and interconnect line, as it enters the cabinet shall be furnished with a surge protection device that meets or exceeds the following requirements.

Unit shall be capable of withstanding 10,000 A 10:20 microsecond standard waveform surges a minimum of 50 times.
Unit shall have internal follow-current limiters (resistive elements).
Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.
Unit shalt not have thermal circuit breakers in place of limiters.
Limiter resistance shall be between 0.15 0 and 0.39 0.
Unit shall have a mounting plate for easy removal and replacement and shall be mounted in the controller cabinet in a neat workmanlike manner.
5. PROTECTION OF LOOP DETECTORS (EXTERNAL SURGE PROTECTION).
External surge protection for each detector must meet the following requirements.
Unit shall be a three terminal device capable of protecting the detector against differential (between the loop leads) surge, and against common mode (between leads and ground) surges.
Unit shall be of the inductive type with a maximum DC resistance of 150 mO.
Unit inductance shall be able to protect the detector electronics when the detector is subjected to a 400 A surge across the detector leads.
Unit shall be a two stage device.
Unit shall clamp a 250 A surge to 25 V within 40 nanoseconds. Surge shall be applied between the two detector leads.
Unit shall clamp a 250 A COMMON mode (between leads and ground) surge to 35 V. These do not include protector lead IR drop.
Unit shall withstand repeated surges.
Unit and loop terminals to be physically mounted approximately 6 inches from bottom of cabinet.
(g) **WIRING DIAGRAM.**
Two copies of cabinet wiring diagram shall be supplied as well as copies ofthe following:
• Controller circuit diagrams and schematics;
• Controller Operations Manual;
• Conflict Monitor diagrams and schematics.
• Flasher diagrams and schematics;
• Load Relay diagrams and schematics;
• Diagrams and schematics of any externa l hardware supplied;
• Template of Base Mounting if base mounted.
Cabinet prints shall include flash color change instructions for all phases and all overlaps.
Cabinet prints shall be keyed to show every input and every output from every terminal.
If prints use multiple ground and neutral busses, busses shall be numbered. All grounds and neutrals shall be keyed to the busses that they are connected to.
Cabinet prints shall show every connector.
{h) CONTROLLER UNIT.
1. TYPE.
Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this project. Controller shall be NTCIP and fully meet the ATC Standard 5.2b and proposed ATC 5201 Standard v06.

The phase requirements requ ired on the plans will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to t~ EMA Tet~uiremerrts .
Unless otherwise described in these specifications, or required by the plans or the proposal, the following requirements are applicable to all controller units.
2. SOFTWARE COMPATIBILITY.
Controller shall be compatible with Centracs 2.0 Advanced Transportation Management System. Controller shall include datakey receptacle, with an option to include any necessary datakey.
3. USER INTERFACE.
The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

III. Master Cabinet Assembly.

{a) MASTER CABINET.
The following additional requirements shall apply to the cabinet for a master cabinet assembly.
The master cabinet assembly shall house a hardwire master interconnect panel to provide for seven wire interconnect 120 V to be complete with three NEMA load switches, and complete with 120 V relays. The required functions provided shall consist of three dials; three offsets and flash; outputs and inputs. Panels shall have all components mounted on 0.125 inch sheet aluminum. The panel shall be completely wired in-place to include all necessary harness, and shall be wired to conform to the requirements of the MUTCD for system flash.
Terminal block faci lit ies shall be provided for the interconnection.
(b) MASTER CONTROLLER UNIT.
1. GENERAL.

The master controller for an interconnected traffic control signal system shall be
the apparatus required to provide supervisory functions under normal operation as described for interconnected controllers. The master control shall be compatible with the controller unit supplied with the cabinet assembly with controller.
2. MOTOR.
The master controller shall be driven by a synchronous motor or be provided with a synchronous control mechanism which will maintain a constant time cycle; however, when it is not necessary to keep a traffic control signal system in step with adjacent systems or adjacent non-interconnected controllers, an induction motor driven master controller may be specified.
3. SUPERVISORY FUNCTIONS.
• Means for automatically establishing offset time relations of local controllers.
• Hand operated switch for turning off completely all traffic control signal lights at interconnected local controllers.
• Hand operated switch for transfer of traffic control signal lights at each local controller to give flashing indications.

• Hand operated switch for selectin_g offset at which all inter.connected local controllers shall operate in accordance with three distinct timing plans.
• Hand operated switch for selecting two or three interval setups on which each of the interconnected local controllers shall operate.
The above requirements of shall be obtainable when specified, by means of an automatic time switch, in which case the automatic switching schedule shall be required.

IV. Cabinet Assembly without Controller.

The cabinet assembly without controller shall meet the specifications and standards as described in Section II (a) through (g) as defined above.

V. Controller Unit.

These specifications set forth the minimum requirements for a shelf mounted, two {2) through sixteen (16) phase, fully actuated, digital, solid state controller. The controller shall be configurable to meet all applicable sections of the NEMA Standards publications for TS-2.

(a) **ADVANCED TRAFFIC CONTROLLER FOR NEMA-STYLE CABINETS.**

1. TYPE.

Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this project. Controller shall be NTCIP and fully meet the ATC Standard 5.2b and proposed ATC 5201 Standard v06.

The phase requirements required on the plans will ind icate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

Unless otherwise described in these specifications, or required by the plans or the proposal, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

Controller shall be compatible with Centracs 2.0 Advanced Transportation Management System.

3. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

(b) **STANDARD NEMA TS-2 CONTROLLER.**

1. TYPE.

Controller shall be NEMA TS-2 Type 2. Type 2 controller shall be capable of operating as a Type 1 controller.

The phase requirements required on the plans will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

2. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and conilector-s for a~l ~ssary user connections. The standard controller -sha11 have a monochrome menu display.

The controller shall include an option that allows updating software using a Windows based computer, a USB thumb drive, or an SD card. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

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:6/27/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Graybar Electric Co Inc for 9 ductile iron decorative street light poles for Traffic Engineering.
CIP operating supplies

Amount of Contract:

$27,591.48

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
2023 Graybar Agenda Package POs	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/22/2023 - 2:33 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
11263	2023	(2060) TRAFFIC ENGINEERING	9 DUCTILE IRON DECORATIVE STREET LIGHT POLES FOR TRAFFIC ENGINEERING (SEALED BID 5814)	$27,591.48	(075199) GRAYBAR ELECTRIC CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00011263-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	TRAFFIC ENGINEERING
4359 HALLS MILL RD	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	whitej@cityofmobile.org
Tel#251-706-5605	
Fax 251-666-6293	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5814 AND YOUR BID RESPONSE			
001	POLE DUCTILE IRON, DECORATIVE	9.00	3065.72000	27591.48
	STREET LIGHT POLE, 11' ARCADIAN-	EACH		
	FINISH PAINTED BLACK, GFCI			
	RECEPTACLE; ONE PIECE FLARE TOP			
	WITH HIGH TENON HEAVY WALL ASTM			
	A-48-83 BOLT CIRCLE TO BE 12 INCH			
	GALVANIZED ANCHOR BOLTS (4) 1/4"x			
	24" MUST MATCH SPRING CITY DPS			
	ARC-20-11.00-TN3.50/3.50-GFWI-CW.			
	AS PER YOUR QUOTE AND MY BID 5573.			
	VENDOR TO PROVIDE SPRING CITY			
	DPSARC-20-11.00-TN3.50/3.			
	50-GFWI-CW-BLACK			
	Vendor Item			
	Inventory Item/Loc 18104			
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0333 .OPERSUPPLS. .			27591.48

Bill To	Requisition 00011263-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	TRAFFIC ENGINEERING
4359 HALLS MILL RD	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	whitej@cityofmobile.org
Tel#251-706-5605	
Fax 251-666-6293	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 27591.48

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

Account			Amount	Remaining Budget
E C0333	.OPERSUPPLS.	.	27591.48	3.38

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	27591.48	2433427.40

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	06/20/23	JENNIFER WHITE	
Approved	06/20/23	BRENDA RHODES	
Approved	06/20/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/20/23	RELYA MALLORY	Auto approved by: 910511034
Unknown	06/22/23	SANDRA LEWIS	

Bill To	Requisition 00011263-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	TRAFFIC ENGINEERING
4359 HALLS MILL RD	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	whitej@cityofmobile.org
Tel#251-706-5605	
Fax 251-666-6293	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/22/23	DONALD ROSE		Auto approved by: 910518227	
	Approved	06/22/23	SANDRA LEWIS			
	Approved	06/22/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	06/22/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5814

STREET LIGHTING

VENDORS		SOUTHERN LIGHTING & TRAFFIC SYSTEMS	GRAYBAR	CONSOLIDATED ELECTRICAL DISTRIBUTORS	
Line					
1	LIGHTING FIXTURE, PARAGON ACORN LUMINAIRE-LED KING LUMINAIRE, GLOSS BLACK FINISH K124R-R1AR-III-100 (SSL)-1063-120V-K12-5K-WRS	$ 1,796.00	NO BID	$ 2,450.00	
2	POLE, DUCTILE IRON, DECORATIVE STREET LIGHT POLE 11' ARCADIAN FINISH PAINTED BLACK, GFCI RECEPTACLE ONE PIECE FLARE TOP WITH HIGH TENON HEAVY WALL ASTM A-48-83, BOLT CIRCLE TO BE 12 INCH GALVANIZED ANCHOR BOLTS (4) 3/4 INCH X 24 INCH, MUST MATCH EXISTING POLES SPRING CITY DPSARC-20-11.00-TN3.50/3.50 GFWI-CW	BID PRICE OF $2950.00 LOCAL VENDOR ADJUSTMENT $3245.00	$ 3,065.72	$ 3,800.00	

STATE OF ALABAMA LOCAL VENDOR PREFERENCE LAW 41-16-50 (a) AND (d)

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/31/2023	**5814**	**TRAFFIC**	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, JUNE 16, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

STREET LIGHTING
THIS BID REPLACES BID 5787

QTY 1-100

LIGHTING FIXTURE, PARAGON ACORN LUMINAIRE-LED,
KING LUMINAIRE, GLOSS BLACK FINISH
K124R-R1AR-III-100(SSL)-1063-120V-K12-5K-WRS
(see attached drawing) NO SUBSTITUIONS MUST MATCH EXISTING

Make_____Model_____

QTY 1-100

POLE, DUCTILE IRON, DECORATIVE, STREET LIGHT POLE,
11' ARCADIAN-FINISH, PAINTED BLACK, GFCI RECEPTACLE,
ONE PIECE FLARE TOP WITH HIGH TENON, HEAVY WALL
ASTM A-48-83, BOLT CIRCLE TO BE 12 INCH GALVANIZED
ANCHOR BOLTS (4) ¾ INCH X 24 INCH, MUST MATCH EXISTING
POLES SPRING CITY DPSARC-20-11.00-TN3.50/3.50-GFWI-CW
(see attached drawing) NO SUBSTITUIONS MUST MATCH EXISTING

Make_____Model_____

Quanties listed are approximations.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Pricing to be firm for a six (6) month period after award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for five (5) additional six (6) month periods. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored. **TO BE AWARDED ON A LINE ITEM BASIS**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE
SPECIFICATIONS FOR ROADWAY LIGHT POLE & LUMINAIRE
Downtown Standards
April 2023

I. General.

The following are the requirements for ductile iron roadway light pole and luminaire to meet the standards established within Downtown Mobile. The light pole shall consist of a one-piece fluted, tapered pole, anchor bolts, base plate, and any other features as described in this specification. The luminaire shall be an acorn style fixture complete with ring, struts and finial.

II. Light pole.

The pole shall consist of an 8-fluted (alternating curved and flat) tapered shaft manufactured in one piece cast ductile iron per A536-84 Grade 65-45-12. The octagonal pole shall be 11-feet in height with a nominal 20-inch outside bottom diameter at the base (flat to flat). Shaft shall range from approximately 20-inch at the bottom of the shaft to 205-inch at top of shaft with a flared finish width of 5-3/4-inch. The tenon shall be 3-1/2-inch diameter and 3-1/2-inch tall. The pole shall include an access door and tamper proof hex socket security machine screws for fastening to the pole.

The pole shall be primed and finished black.

Each pole will have grounding provisions inside the pole base opposite the access door to accommodate a 1/4-inch ground stud (stud not included).

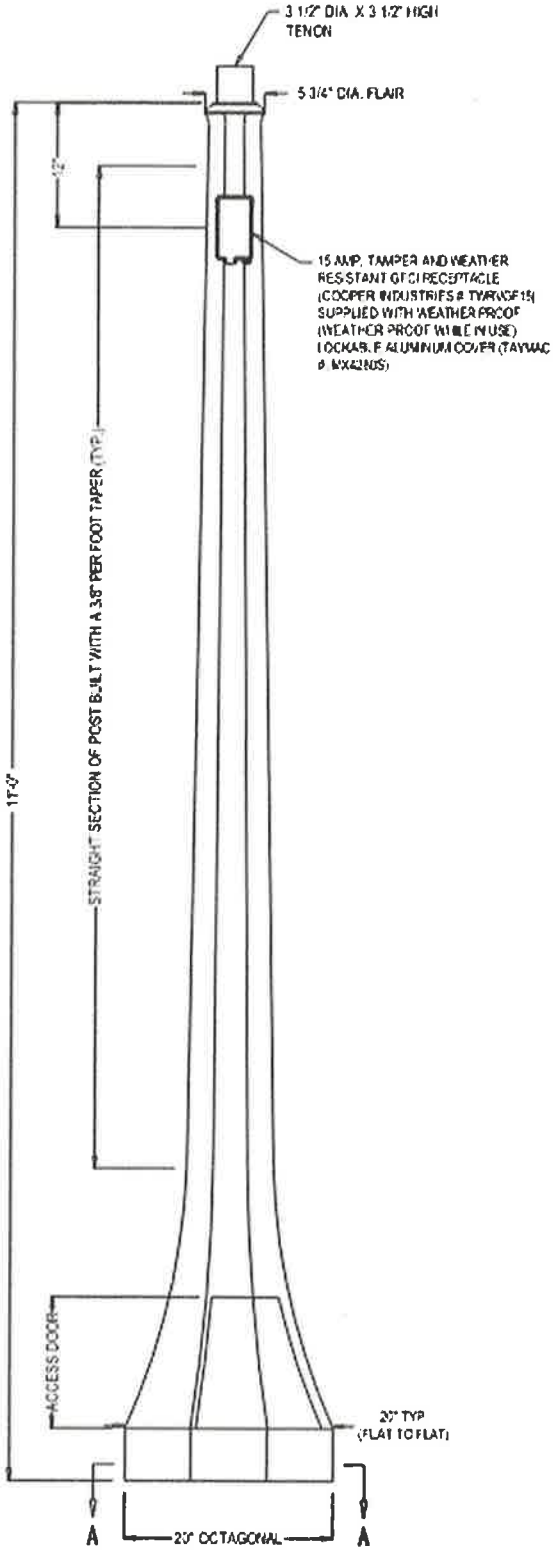
The aluminum base plate of the pole shall be designed to accommodate a 12-inch bolt circle pattern. Pole shall come complete with four 3/4-inch x 24-inch L-type anchor bolts with 3" horizontal bend manufactured of hot-dipped galvanized steel. The anchor bolt assembly shall also include one nut and one washer per bolt. A 3" bolt projection is required.

The pole shall include a GFCI receptacle with in-use weather-proof cover centered 12-inches from top of pole. The cover shall be aluminum and finished textured black to match the pole. Orientation shall be forty-five degrees from access door.

III. Luminaire.

The luminaire shall be a decorative acorn consisting of a textured polycarbonate lens, ring and strut housing and vented finial. The luminaire shall be a 100 W LED fixture, designed for 120-277 voltage and a Type III light distribution. The overall fixture height shall measure 41-11/16-inch. The cast aluminum collar shall be 8-3/8-inch tall and size to accept a 3-1/2 inch diameter by 3-1/2-inch tall pole tenon. The finish shall be textured gloss black.

Example Illustrations.



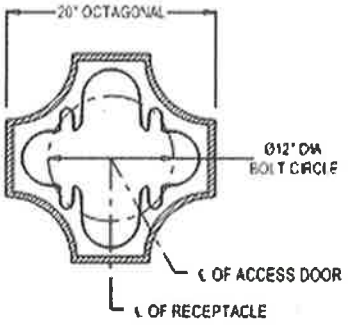
LAMP POST SPECIFICATIONS

STYLE:	ARCADIAN WITH THE MOBILE TOP
HEIGHT	11'-0"
BASE	20" OCTAGONAL (FLAT TO FLAT)
MATERIAL:	ONE PIECE, CAST DUCTILE IRON PER A536-84 GRADE 65-45-12
FINISH	PRIME PAINT THEN FINISH SHERWIN WILLIAMS ACROLON - CLASSIC BLACK
ACCESS DOOR	LOCATED IN BASE SECURED WITH TAMPER PROOF HEX SOCKET SECURITY MACHINE SCREWS
GROUND PROVISIONS	DRILL AND TAP INSIDE WALL OF BASE OPPOSITE ACCESS DOOR TO ACCOMMODATE A 1/4"-20 GROUND STUD (STUD SUPPLIED BY OTHERS)
ANCHOR BOLTS:	(4) 3/4" DIA. X 24" LONG + 3" HOOK (FULLY GALVANIZED WITH 1 GALVANIZED NUT AND 1 GALVANIZED WASHER PER BOLT)
BOLT PROJECTION	3" REQUIRED
TENON:	3 1/2" DIA. X 3 1/2" HIGH

CATALOG NO.

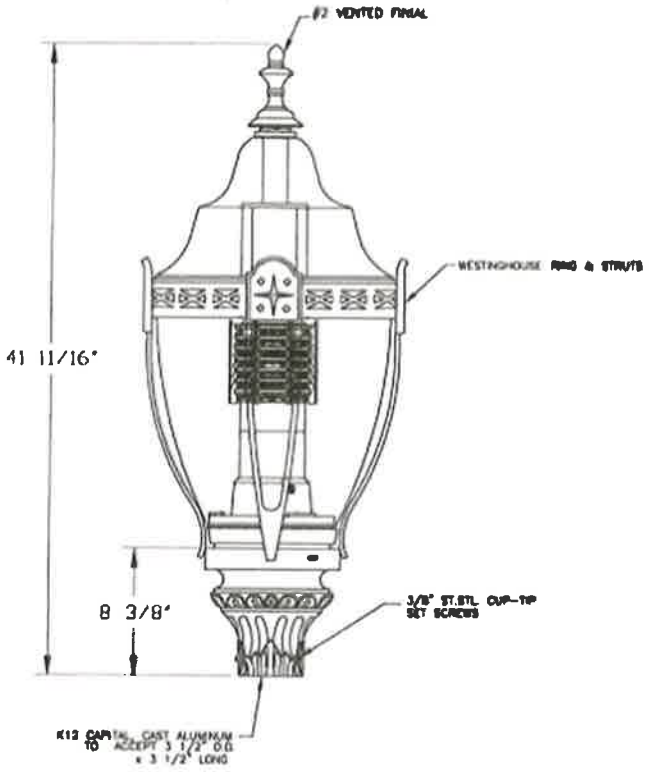
W/ RECEPTACLE	DPSARC-20-11.00-M5-TN3.50-3.50-GFW/I-CB
W/O RECEPTACLE:	DPSARC-20-11.00-M5-TN3.50-3.50-CB
ANCHOR BOLTS	323/1NW

- GFCI RECEPTACLE REQUIRED
- ANCHOR BOLTS REQUIRED



SECTION A-A
BASE PLATE DETAIL

Example Illustrations.



LUMINAIRE SPECIFICATIONS

CATALOGUE NO.:	K124-R1AR-III-100(SSL)-1063 -120:277-K12-WRS-4K-BK
GLOBE MOUNTING:	NON-ROTOLOCK
OPTICAL SYSTEM:	REFRACTIVE ARRAY ACRYLIC RIPPLED
IES CLASS.:	TYPE III
WATTAGE:	100W (1063 SERIES) SOLID STATE LIGHTING
LINE VOLTAGE:	120:277V
CCT:	4000K
POLE ADAPTOR:	K12
PAINT:	TEXTURED (GLOSS) BLACK
OPTIONS:	WESTINGHOUSE RING & STRUTS

OPTIONS

QUICK DISCONNECT	☒
TERMINAL BLOCK	☐

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:6/27/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For upgrades to Bienville Park including Fountain, sidewalks, landscaping, etc.

Amount of Contract:

$3,247,560.00

Funding Source

Project # Bienville Square - Fountain & Site Amenities Improvements PR-021-22

Discretionary Funds

Project String C0603 TIF Bienville Square Fountain/Allia (20002000-48010)

Contract Number:4500

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	6/15/2023 - 2:36 PM
Capital	Hollins, Tiffany	Approved	6/15/2023 - 3:39 PM
Legal	Kern, Chris	Approved	6/15/2023 - 3:47 PM
Mayors Office	Montgomery, Brandi	Approved	6/22/2023 - 2:39 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/27/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Velma McMillian Maharaj

Amount of Contract:

n/a

Effective Date of Contract:

7/5/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Maharaj

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Maharaj	Resolution Letter	6/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	6/21/2023 - 10:27 AM
			6/22/2023 -

Legal	Kern, Chris	Approved	10:51 AM
Mayors Office	Montgomery, Brandi	Approved	6/22/2023 - 2:39 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Velma McMillian Maharaj, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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