AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, June 18, 2024, 10:30 AM

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

   Public Safety Chaplain Dan Taylor
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   June 11, 2024
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Forress Rayford for a waiver of the Noise Ordinance at 911 Dauphin Street on March 3, 2025, from 5:00 p.m. - 1:00 a.m. (District 2).

   Request of Kalenski Adams for a waiver of the Noise Ordinance at 300 Conti Street on July 11 - 14, 2024, from 10:00 a.m. - 10:00 p.m. (District 2).

   Request of Thomas Fowlkes for a waiver of the Noise Ordinance at the 200 Block of Dauphin Street between Jackson and Joachim on July 20, 2024, from 7:00 a.m. - 9:00 p.m. (District 2).

   Request of Allison Cagle for a waiver of the Noise Ordinance at Washington Square Park on July 27, 2024, from 8:00 a.m. - 12:00 p.m. (District 2).

   Request of Toots and Paul Bridges for a waiver of the Nosie Ordinance at 911 Dauphin Street on January 18, 2025, from 7:30 p.m. - 11:00 p.m. (District 2).

   Request of Elizabeth Ervin for a waiver of the Noise Ordinance at Public

Safety Memorial Park on June 22, 2024, from 3:00 p.m. - 6:00 p.m. (District 5).

Request of Stephen Schoenewald for a waiver of the Noise Ordinance at Langan Park on August 29 - 31, 2024, from 7:00 a.m. - 7:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to rezone property located at 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive from R-1, B-1 and B-2 to B-2 (District 6).

Public hearing to declare the structure at 1312 Jessie Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1306 Congress Street a public hearing and order it demolished (District 2).

Public hearing to declare the structure at 1465 Houston Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 102 Border Drive West a public nuisance and order it demolished (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Rena Chapa - Comments about having transparency in the investigation and subpoenas.

James Jackson Jr. - Concerns about the lack of accountability in the Mobile Police Department.

Bill Boswell - Concerns about the pending resubmission of the Murphy gas station development at 900 Government Street. Requesting that the Council and Mayor intercede to prevent Murphy Oil from building a gas station on the site.

Sabrina Mass - Questions about subpoenas for the investigation into Paul Prine's allegations.

Ashley Harrison - Concerns about mental health, drugs, and homelessness in Mobile.

Cedric Myles - Questions about the results of the Mobile Police Department's citizen satisfaction survey.

Schnavia Sashington - Concerns about mental health issues in Mobile.

Reggie Hill - Fitness for duty, downtown parking, ARP & performance contracts.

12. ORDINANCES HELD OVER

88-039 Ordinance deeming property located at 5842, a/k/a 5850, Carol Plantation Road not now needed for public or municipal purposes and authorizing the sale to D. R. Horton, Inc.(sponsored by Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

13. CONSENT RESOLUTIONS HELD OVER

40-363 Fix costs for securing of the structure at 311 North Ann Street (sponsored by Councilmember Carroll).

14. RESOLUTIONS HELD OVER

08-525 Approve purchase order to Dade Paper Company for portable restroom cleaners for Parks Dept.; $30,068.15 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-526 Approve purchase order to JHCC Holdings, LLC for repair to Chevy Tahoe; $16,313.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-527 Approve purchase order to Pioneer Manufacturing Company for portable volleyball poles, bases, pads, and nets for Parks Dept.; $17,040.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-528 Approve purchase order to SA-SO for traffic sign solar flashing beacons for Traffic Engineering; $19,600.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-529 Authorize contract amendment with Osprey Initiative, LLC; NTE $75,000.00 (sponsored by Mayor Stimpson) (submitted by Lance Slater, Resilience Dept.).

31-530 Authorize the Mayor to apply, accept, and receive a grant from the U.S. Department of Homeland Security for the FY 2024 Port Security Grant Program; $901,122.64 ($222,250.95 match requirement) (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety Director).

15. ORDINANCES BEING INTRODUCED

64-040 Rezone property located at 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive from R-1, B-1 and B-2 to B-2 (sponsored by Councilmember Woods).

16. CONSENT RESOLUTIONS BEING INTRODUCED

31-532 Authorize the Mayor to apply, accept, and receive a grant from the National Fish and Wildlife Foundation for the National Coastal Resilience Fund Program; $10,000,000.00 (No Local Match) (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

40-533 Declare the structure at 1312 Jessie Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-534 Declare the structure at 1306 Congress Street a public hearing and order it demolished (sponsored by Councilmember Carroll).

40-535 Declare the structure at 1465 Houston Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-536 Declare the structure at 102 Border Drive West a public nuisance and order it demolished (sponsored by Councilmember Gregory).

58-537 Assess costs for removal of weeds, Weed Lien Group 1649.

60-538 Approve award of special bonus to the Administrative Services Employee of the Month; Johnson (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services Dept.).

60-539 Approve award of special bonus to the Officer of the Month; Chiang (sponsored by Mayor Stimpson) (submitted by Interim Chief Jackson, MPD).

60-540 Approve award of special bonus to the Public Works Employee of the Month; Phillips (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

46-554 Honorarily rename a portion of Ralston Road to "Chief Apostle Cleveland Smith Way" (sponsored by Councilmember Daves) (submitted by Lisa C. Lambert, City Clerk).

17. CIP RESOLUTIONS BEING INTRODUCED

21-541 Authorize contract with Mobile Asphalt Company, LLC., for 2024 CIP Resurfacing Districts 1, 2, 3 & 5; $6,136,407.05 (sponsored by Councilmembers Penn, Carroll, Small, Daves, & Woods and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

21-550 Authorize contract with Southern Earth Sciences, Inc., for 2024 CIP Resurfacing, Districts 1, 2, 3 & 5; $105,000.00 (sponsored by Councilmembers Penn, Carroll, Small, & Daves and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.)

18. RESOLUTIONS BEING INTRODUCED

01-542 Authorize agreement with the Alabama Department of Conservation and Natural Resources for amendment to GOMESA Grant Agreement for Shipyard Road/Dog River Acquisition Project; $2,500,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

08-543 Approve purchase order to Graybar Electric Co., Inc. for aluminum light poles with arms; Traffic Eng. Dept.; $76,259.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-544 Approve purchase order to Intergraph Corporation for installation and maintenance for interface software for MFRD; $29,695.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-545 Approve purchase order to Shaw Contract Flooring Services, Inc. for Cruise Terminal; $21,172.48 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-546 Approve purchase order to UKG Kronos Systems, LLC for annual renewal of software for MFRD; $25,626.69 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-547 Authorize contract with Goram Air Conditioning Company, Inc. for HVAC Replacement at Springhill Rec. Center; $65,287.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-548 Authorize contract with Rob't J. Baggett, Inc. for construction of mooring pile for Cruise Terminal; $154,810.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-549 Authorize contract with S & O Enterprises, Inc. for fire & security alarm service & monitoring at various City locations; $60,840.00 per year (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

47-551 Waive right-of-way vacation fee for the vacation of a portion of Meador Drive (sponsored by Councilmembers Penn and Daves) (submitted by Lisa C. Lambert, City Clerk's Office).

60-552 Authorize issuance of subpoenas by special counsel (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

19. CALL FOR PUBLIC HEARINGS

41-553 Call for public hearing to rezone property located at 59 Hillcrest Road from R-1 to B-2 (scheduled for July 23, 2024) (District 6).

20. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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	6/13/2024 - 8:37 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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	6/13/2024 - 8:36 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/8/2024 - 9:49 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/12/2024 - 10:35 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/12/2024 - 10:37 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/12/2024 - 10:38 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/13/2024 - 1:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/12/2024 - 10:40 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/13/2024 - 9:36 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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	6/13/2024 - 8:44 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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	6/13/2024 - 9:50 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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	6/13/2024 - 9:53 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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	6/13/2024 - 9:56 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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	6/13/2024 - 10:03 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	6/12/2024 - 10:33 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	6/13/2024 - 8:44 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	6/13/2024 - 9:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	6/13/2024 - 9:09 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/13/2024 - 9:10 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	6/13/2024 - 12:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	6/13/2024 - 2:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	6/13/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/13/2024 - 1:19 PM

From: RJHILL II
To: Gauthier, Lana
Subject: 6/18 Agenda
Date: Thursday, June 13, 2024 1:05:33 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Madam Asst. City Clerk,

Good afternoon! I hope that all is well. This is a formal request to be added to the upcoming Agenda.

I will address the following:

* Fitness for Duty (Misusing "The Floor" to pander, intentionally disregarding specific presentations, thus targeting Citizens [indirectly]; 3rd Party Investigation Process; Board/Commission Oversight; CIP usage [drainage])

* Downtown Parking (Ordinances and Enforcement)

* ARP/Performance Contracts (Release of Funds; Housing; Public Safety).

Thank you for your attention to this matter and for the service of the City Clerk's Office!

Kindest Regards,

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


Efforts of Harmony In a World of Discord
S4TF

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Submitted by: Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Sponsored by: William S. Stimpson, Mayor

Purpose and Scope of Project:

Ordinance deeming property located at 5842 (AKA 5850) Carol Plantation Road (the subject property), located in Mobile County, no City District, not now needed for public or Municipal purposes and authorizing the sale to D. R. Horton, Inc., a vacant 19-acre parcel of land formally known as Boykin Park to DR Horton, Inc.

Amount of Contract:

N/A

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

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	6/6/2024
Exhibit A	Exhibit	6/6/2024
PSA	Exhibit	6/6/2024
Routing Form	Backup Material	6/6/2024
Certificate of Sec - Signer	Backup Material	6/6/2024
REVISED ordinance	Cover Memo	6/7/2024

REVIEWERS:

Department Reviewer	Action	Date
		6/6/2024 - 10:31

Real Estate	Stout, Carleen	Approved	AM
Legal	Barfield, Becky	Approved	6/6/2024 - 12:33 PM
Mayors Office	Barber, James	Approved	6/6/2024 - 1:34 PM

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE THEREOF

Sponsored by Mayor William S. Stimpson

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the 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 DR Horton, Inc.

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 Purchase and Sale 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: The Deputy Director of Real Estate and Asset Management 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: The proceeds from this sale are to be placed in a Public Facility Improvement Project Account.

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

Adopted:

_____

City Clerk

Exhibit A

5842 (AKA 5850) Carol Plantation Road, Theodore, AL 36582

KEY NO. - 2840741
PARCEL NO - 2330833200001

Legal Description: Lot 1 Boykin Park Subdivision and recorded in Real Property Book 77, Page 105 Probate Court Records Mobile, County, AL



STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into effective as of the Effective Date (hereinafter defined) by and between THE CITY OF MOBILE, a municipal corporation (hereinafter referred to as "**Seller**"), and D.R. HORTON INC. – BIRMINGHAM, an Alabama Corporation (hereinafter referred to as "**Purchaser**").

BACKGROUND:

Resolution 60-807-2020 was approved for 5842 (AKA 5850) Carol Plantation Road, located outside of the City of Mobile limits, to be marketed for sale, and in the event the City receives an offer to purchase under favorable terms and conditions, the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate, adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement.

Starting June 12, 2023, for a 30-day period, the City of Mobile posted the property and advertised a Request for Proposals to purchase or best offer of 5842 (AKA 5850) Carol Plantation Road. The City Clerk's office held a public opening of proposal submissions on July 12, 2023 in the atrium of Government Plaza.

On October 24, 2023, the City of Mobile notified Purchaser in writing its counteroffer had been accepted.

WITNESSETH:

1. **Property.** That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Seller promises to sell and Purchaser promises to purchase, subject to the terms and conditions contained below, that certain real property, hereinafter referred to as the "**Property**", owned by Seller and situated in Mobile County, Alabama, an approximately 19 ± acre lot with ballpark outbuildings commonly known as "Boykin Park", located at 5842 (AKA 5850) Carol Plantation Rd., Theodore, AL 36582 and more particularly described on **Exhibit A** attached hereto and made a part hereof.

2. **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 is being sold "AS IS, WHERE IS" with no express or implied warranties of any sort, except for any warranty of title set forth in the Statutory Warranty Deed executed pursuant hereto and for the representations and warranties of Seller set forth herein. IN PARTICULAR, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3. **Purchase Price.** The purchase price (the "**Purchase Price**") for the Property shall be Three Hundred Twenty Thousand and No/100 Dollars ($ 320,000.00). The Purchase Price shall be paid to Seller in cash or immediately available funds suitable to Seller at the Closing subject to prorations, credits and other adjustments provided herein.

4. **Earnest Money.** Within fifteen (15) business days of execution of this agreement by both parties **("Effective Date")**, Purchaser shall deposit with DHI Title of Alabama, Inc. (hereinafter referred to as the "**Escrow Agent**") the sum of Fifteen Thousand Dollars ($15,000.00) (the "**Earnest Money**"). The Earnest Money shall be held by Escrow Agent in accordance with the terms of this Agreement. However, the parties agree to execute or attach customary escrow instructions satisfactory to the parties in their respective reasonably exercised discretion, provided, however, that if and to the extent any inconsistencies exist between the terms of the escrow agreement and this Agreement, the terms of this Agreement shall control. Escrow Agent shall hold the Earnest Money in a non-interest-bearing account. If this Agreement is terminated, canceled, or rescinded, the Earnest Money shall be refunded to Purchaser or paid over to the Seller as liquidated damages as further provided herein and the parties shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

5. **Survey and Title.**

5.1 Survey. An existing Subdivision Survey by Byrd Surveying, March 20, 1998, may be provided at Purchaser's request. Purchaser shall have the right to have its own survey of the Property prepared (as applicable, the "**Survey**").

5.2 Seller's Title. At the Closing, Seller shall convey the Property by Statutory Warranty Deed to Purchaser with Insurable Fee Simple Title to the Property subject only to the following exceptions (herein referred to as the "**Permitted Exceptions**"):

(i) all prior conveyances, reservations and exceptions of oil, gas and other minerals that appear of record;
(ii) restrictive covenants and/or building setback lines, if any, applicable to the Property;
(iii) ad valorem taxes for the year of closing which shall be prorated at closing;
(iv) easements for public or private utilities and/or roadways of record or in place;
(v) all other matters relating to the Property recorded in the land records of Mobile County, Alabama;
(vi) all other matters which would be disclosed by an accurate survey and inspection of the Property; and
(vii) any exceptions set forth on the title commitment, as hereinafter defined, to which Purchaser has no objection or is deemed to have waived objection, in accordance with the provisions of Section 5.3. "**Insurable Fee Simple Title,**" where used in this Agreement, shall be such fee simple title as is acceptable to and insurable in Purchaser's favor in the amount of the Purchase Price by Escrow Agent at standard rates, on an ALTA Form B Owner's Policy, and subject only to the standard printed exceptions and the Permitted Exceptions.

5.3 Title Objections. On or before the expiration of the Inspection Period, herein defined, Purchaser, at Purchaser's expense, may obtain a title commitment issued by Escrow Agent, which shall provide a commitment to insure title to the Property on the full-coverage, standard, revised ALTA Owner's Policy of title insurance, Form B (the "**Title Commitment**") in the amount of the Purchase Price subject, however, to the Permitted Exceptions (to which Purchaser does not object), but without exception as to mechanics or similar liens, free and clear of any and all other mortgages, liens, judgments, leases, encumbrances, parties in possession, licenses, covenants, conditions, restrictions, easements, encroachments and any other matters of any nature affecting the title except as permitted in this Agreement. Prior to the expiration of the Inspection Period, Purchaser shall advise Seller in writing of any objections to the Title Commitment (including any of the Permitted Exceptions) and/or the Survey and, if no objections are so submitted by Purchaser within the applicable time period, it shall be deemed that the Title Commitment and the Survey are satisfactory, and Purchaser has no objections thereto. If Purchaser does advise Seller in writing of any objections, Seller shall have ten (10) days after the receipt of such statement of objections in which to notify Purchaser as to whether it will cure or remove such objections, Seller having no obligation to do so. If Seller notifies Purchaser that it will not cure or remove such objections, or if Seller is deemed to have elected not to cure such objections, then within ten (10) days after the receipt by Purchaser of such notice from Seller, or upon expiration of such ten (10) day period, Purchaser shall elect to either (i) terminate this Agreement, whereupon this Agreement shall be of no further force and effect, the Earnest Money shall be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder or (ii) waive such objections to Seller's title. Failure by Purchaser to elect either alternative within such ten (10) day period shall be deemed an election to terminate this Agreement in accordance with the foregoing clause (i).

5.4 Inspection Period. Purchaser, at Purchaser's sole expense, personally or through agents, employees, or contractors, may go upon the Property upon request 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. The Seller hereby agrees to cooperate fully with the Purchaser so as to allow the Purchaser the reasonable opportunity to inspect the Property and any other information respecting the Property. 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 material damage to the Property caused by reason of Purchaser's inspection of the Property. Purchaser shall indemnify, defend and hold Seller entirely harmless from any cost, expense, liability or obligation resulting from physical injury, property damage, mechanics' or materialmen's liens, caused by Purchaser's entry upon the Property pursuant to this section. However, Purchaser's indemnity of Seller shall not cover or apply to: (1) any loss, cost or expense arising or resulting from acts or omissions of Seller, (2) any diminution in the value of the Property arising or resulting from matters discovered by Purchaser during its investigations of the Property, (3) any latent defects in the Property discovered by Purchaser, or (4) the release or spread of any hazardous substance discovered, but not deposited, by Purchaser on or under the Property.

Notwithstanding any other provision of this Agreement, the foregoing indemnity shall survive the expiration or termination of this Agreement for any reason whatsoever for a period of one (1) year. As used herein, the term "Inspection Period" shall mean the period of time commencing on the Effective Date and ending on the date that is two hundred ten (210) days following the Effective Date (the "**Inspection Period**"). The results of all inspections, tests, examinations and studies of the Property performed during the Inspection Period must be suitable to Purchaser, in its sole and absolute discretion. Prior to the expiration of the Inspection Period, Purchaser may notify Seller that such results are suitable to Purchaser by delivering to Seller a written Notice of Suitability signed by one of the executive officers of Purchaser listed in Section 24 below (collectively, the "Authorized Officers"). No such Notice of Suitability shall be valid and effective unless signed by one of the Authorized Officers. If Purchaser fails for any reason to send Seller the Notice of Suitability by the end of the Inspection Period, and such failure continues for a period of ten (10) days after written notice from Seller, this Agreement shall automatically terminate. Also, if Purchaser notifies Seller in writing at any time prior to issuance of a Notice of Suitability that the results of its inspections, tests, examinations or studies are not suitable to Purchaser, then this Agreement shall automatically terminate. Upon such termination, Purchaser shall be entitled to an immediate refund of all Earnest Money then held by the Escrow Agent, and thereafter neither party shall have any further obligation to the other hereunder, except such obligations that survive termination by express provision herein.

6. **Seller's Representations.** As an inducement to the Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents to, and covenants with Purchaser, effective as of the Effective Date and continuing through the date of the Closing, as follows:

6.1 Title. Seller is the owner of Insurable Fee Simple Title to the Property, which shall be free and clear of all encumbrances, occupancies or restrictions except for those matters listed in Schedule B, Section 2 of the Title Commitment.

6.2 Authority. 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. Seller represents and warrants to Purchaser that:

(i) all action necessary to authorize the execution of this Agreement by Seller, including, but not limited to the passage by the City Council of the City of Mobile, Alabama of an Ordinance specifically authorizing same, has been taken by Seller;

(ii) The individual(s) executing this Agreement on Seller's behalf has all requisite authority to bind Seller as aforesaid. Seller, at Purchaser's request, shall provide evidence of the foregoing.

6.3 The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant to this Agreement by or on behalf of Seller, and the consummation of the transactions contemplated by this Agreement have been duly authorized and validly executed and delivered by Seller, and will not:

(i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property;
(ii) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound;
(iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and/or,
(iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

6.4 Tenants. There are no current leases or tenants of the Property.

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

6.6 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. Seller has no knowledge of any environmental matters pertaining to said Property and shall not be liable for any latent or future environmental matters that have not otherwise been previously disclosed and/or identified prior to Closing.

6.7 Property Conditions. Seller represents and warrants that to the best of Seller's knowledge, Seller has no knowledge of, and has received no notice of any conditions which would negatively impact the Property.

6.8 There is no pending, and Seller has received no written notice of nor has any actual knowledge of any threatened, taking or condemnation of the Property or any portion thereof, or any action, litigation or proceeding by any organization, person or governmental agency affecting the Property or Seller.

6.9 During the time Seller has owned the Property, and to the best of Seller's knowledge with regard to the time prior to Seller's ownership of the Property: (i) none of the Property has been excavated; (ii) no landfill has been located on or in the vicinity of the Property; (iii) no debris or materials (including, without limitation, organic materials, strippings, rocks, stumps or concrete) have been buried upon the Property; (iv) the Property has not contained a bury or borrow pit, and no fill has been taken from or deposited on the property; and (v) no wetlands or other protected areas on the Property have been filled or altered.

6.10 To the best of Seller's knowledge, the Property contains no threatened or endangered species or endangered or protected habitats or items of archaeological significance as defined by applicable state or federal laws.

6.11 To the best of Seller's knowledge, there are no cemeteries, grave sites or burial sites located on or immediately adjacent to the Property.

Except as expressly provided in this Agreement or in any of the documents to be executed and delivered by Seller at the Closing, Purchaser acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representation regarding the subject matter of this sale, including, but not limited to, representations as to the physical nature or condition of the Property.

7. **Purchaser's Conditions Precedent to Closing.**

7.1. Special Purchaser Contingencies. Purchaser and Seller acknowledge that Purchaser intends to purchase the Property for purposes of developing a single-family residential subdivision of no less than 75 single family lots (the "**Intended Use**"). Purchaser's obligation to close on the purchase of the Property under this Agreement is contingent upon all applicable governmental authorities having jurisdiction over the Property, including, without limitation, Mobile County, Alabama and the State of Alabama (and their respective agencies) (collectively and as applicable, the "**Governing Jurisdiction**") having issued all final, non-appealable site plan approvals, construction plan approvals, zoning approvals, variances, land disturbance permits, building permits, wetlands permits, curb cut approvals, and other Federal, State and municipal approvals and permits that Purchaser deems, in its sole and absolute discretion, necessary or desirable for the development of the Property as the Intended Use (collectively the "**Approvals**"), including but not limited to (a) Preliminary Plat Approval (as defined below) with conditions to approval of the final subdivision plat acceptable to Purchaser in Purchaser's sole and absolute discretion; (b) Final Sewer Approval (as defined below); and (c) Final Water Approval (as defined below) (collectively, the "**Special Purchaser's Contingencies**"). Should any of the Special Purchaser's Contingencies not be satisfied or waived in writing by Purchaser on or before the date that is twelve (12) months following the Effective Date (the "**Entitlements Period**"), then Purchaser, at its option, may terminate this Agreement by giving written notice to Seller, in which event, all of the Earnest Money shall be immediately refunded to Purchaser.

(i) Preliminary Plat Approval. As used herein, "Preliminary Plat Approval" means: (1) that the Governing Jurisdiction has issued written, final and irrevocable approval of a subdivision plat of the Land creating not less than seventy-five (75) residential lots out of the Land (the "Preliminary Plat"), on terms and conditions acceptable to Purchaser, and (2) that Purchaser shall be authorized by the Governing Jurisdiction to develop the Property pursuant to the Preliminary Plat.

(ii) Final Sewer Approval. As used herein, "Final Sewer Approval" means that Purchaser has received written evidence from the Governing Jurisdiction, in form and content acceptable to Purchaser, that sufficient sewer capacity exists to serve all lots and amenities shown by the Preliminary Plat and that Purchaser shall be allowed to utilize that sewer capacity to serve all lots and amenities shown by the Preliminary Plat, without any conditions or restrictions unacceptable to Purchaser.

(iii) Final Water Approval. As used herein, "Final Water Approval" means that Purchaser has received written evidence from the Governing Jurisdiction, in form and content acceptable to Purchaser, that sufficient water capacity exists to serve all lots and amenities shown by the Preliminary Plat and that Purchaser shall be allowed to utilize that water capacity to serve all lots and amenities shown by the Preliminary Plat, without any conditions or restrictions unacceptable to Purchaser.

(iv) Pursuit of Approvals. In connection with Purchaser's applications for and efforts to obtain the Approvals, Seller shall cooperate with Purchaser's efforts and shall execute such applications and take such actions as are reasonably requested by Purchaser. Purchaser's pursuit of the Approvals shall be at Purchaser's sole cost and expense.

(v) Moratoriums or Governmental Delays. In the event any local, state or federal regulatory authority having authority over the Property imposes a moratorium (including zoning conditions and restrictions) on the issuance of building permits, septic system permits, sewer taps, water taps, public school attendance rights or certificates of occupancy, then the Entitlements Period shall, at Purchaser's election, be suspended and extended by the time period that such conditions exist. If such moratorium or delay is in effect for a period greater than one hundred eighty (180) days, then Purchaser, at Purchaser's option, shall have the right to terminate this Agreement upon written notice to Seller. In the event of such termination, the Earnest Money then on deposit shall be refunded to Purchaser.

8. **Closing Conditions**. In addition to the Special Purchaser's Contingencies listed in Section 7, the 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 8 (collectively, the "**Conditions Precedent**"). 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. If the Conditions Precedent are not satisfied by the date on which the Closing is required to occur hereunder, Purchaser shall have the right, at Purchaser's sole discretion and in addition to any remedies Purchaser may have under Section 12.1 hereof, (i) to waive in writing all such Conditions Precedent and proceed to close on the Property, or (ii) to terminate this Agreement by giving written notice to Seller and receive a full refund of the Earnest Money. The Conditions Precedent shall mean the following:

8.1 Title. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's conveyance of Insurable Fee Simple Title to Purchaser, subject only to the Permitted Exceptions and issuance by Escrow Agent of a Title Policy pursuant to the Title Commitment.

8.2 Property Conditions. There shall have occurred no material adverse change in the physical (including environmental), financial or legal conditions of the Property from the conditions existing as of the Effective Date

8.3 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. **Closing.**

9.1 Closing Date and Location. Unless otherwise agreed upon between Seller and Purchaser, the closing on the purchase and sale of the Property contemplated hereby (the "**Closing**") shall occur no later than thirty (30) days after the last to occur of (a) the date of Purchaser's delivery of its Notice of Suitability to Seller in accordance with Section 5.4 hereof, or (b) the date on which all of the Special Purchaser's Contingencies have been either satisfied or waived by Purchaser.

9.2 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 Statutory Warranty Deed conveying Insurable Fee Simple Title to such Property to Purchaser, subject only to the Permitted Exceptions, 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:

9.2.1 A duly executed closing statement prepared by the Escrow Agent itemizing all credits between Seller and Purchaser;

9.2.2 A duly executed certificate of Seller reaffirming the representations and warranties made in Section 8 of this Agreement;

9.2.3 A duly executed affidavit of title with respect to the Property and such other agreements as may be necessary to cause issuance of the Title Policy with an effective date on the Closing Date without exception for mechanics' or materialmen's liens, other statutory liens, or the rights of persons in possession, or for the "filing and indexing gap", which shall mean the risk that notice of intervening liens might be filed, recorded, indexed, or all of the above, subsequent to the time of the last title check down prior to Closing and prior to the filing, recording, indexing, or all of the above, of the closing documents that are to be filed, recorded and indexed in the public records (it shall be a condition of Closing that Purchaser is issued the Title Policy at Closing in the manner described herein);

9.2.4 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;

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

9.2.6 Exclusive physical possession of all the Property;

9.2.7 An assignment of rights in the form of **Exhibit "B"** attached hereto and incorporated herein executed by Seller; and

9.2.8 Such other instruments, documents, certificates, affidavits or agreements as are customary for closings in Mobile County, Alabama, and reasonably requested by Escrow Agent, the title company, or counsel.

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

9.3.1 Seller shall pay any fees and expenses of the Seller's attorneys, the cost for preparation of the Statutory Warranty Deed, the cost of satisfaction of any liens on the Property, one-half (1/2) of any closing fee charged by the Escrow Agent, Seller's attorneys' fees and all other expenses incurred by Seller related to Closing.

9.3.2 Purchaser shall pay the fees and expenses of Purchaser's attorneys, all title insurance costs and premiums, the recording cost associated with the recording of the Statutory Warranty Deed (including any recording taxes levied thereon), and all other expenses incurred by Purchaser related to Closing

9.3.3 Ad valorem taxes on the Property for the tax year of Closing shall be prorated between Seller and Purchaser as of Closing based on the latest assessment available. Should such proration be inaccurate based on the actual ad valorem tax bill when received, either party shall be entitled, upon demand, to adjustment of the proration and corresponding reimbursement from the other party.

10. **Condemnation.** In the event, at any time between the Effective Date of this Agreement and the Closing, all or any portion of the Property is condemned by any legally constituted authority for any public use or purpose (or conveyed in lieu thereof), then Purchaser shall have the right (a) to terminate this Agreement as to the Property, in which event all Earnest Money paid by Purchaser remaining on deposit with Escrow Agent, shall be immediately refunded to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement, or (b) to proceed with the transaction contemplated hereby and, at the Closing, collect all awards and proceeds from any condemnation, in which case Seller shall promptly execute all documents required by Purchaser to assign Seller's rights therein to Purchaser.

11. **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.

12. **Default.**

12.1 Seller's Default.

12.1.1 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or breach of any terms or conditions herein contained, or if Seller otherwise defaults in the performance of its obligations under this Agreement, Purchaser may (i) terminate this Agreement, in which event the Earnest Money shall be promptly refunded to Purchaser, and recover from Seller all of Purchaser's actual, out-of-pocket expenses incurred in pursuing the transaction contemplated hereby in an amount not to exceed Two Hundred Thousand and No/100 Dollars ($200,000.00), or (ii) Purchaser may seek specific performance; provided, however, that if the remedy of specific performance is not available to Purchaser due to the intentional act(s) of Seller, then there shall be no cap or other limitation on Purchaser's right to recover damages under the foregoing clause (i).

12.1.2 As a condition precedent to the effective exercise of Purchaser's option to terminate this Agreement 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.

12.2 Purchaser's Default.

12.2.1 If the sale and purchase of the Property contemplated by this Agreement is not consummated because of the Purchaser's default, the Escrow Agent shall pay the Earnest Money to Seller as the Seller's full liquidated damages, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for specific performance under this Agreement or to prove that Seller's actual damages exceed the amount of said sums.

12.2.2 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 12.1.1 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. If Purchaser does not cure said default then this Agreement shall terminate, and Seller and Purchaser shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

13. **Assignment of Agreement**. Purchaser may not assign its rights and obligations hereunder (except to a Permitted Assignee as provided for below) without the prior written consent of Seller, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing terms, Purchaser may assign its rights and obligations hereunder to (i) Forestar (USA) Real Estate Group Inc., a Delaware corporation, (ii) any other entity owned or controlled by Purchaser, (iii) 68 Ventures, LLC or any entity owned or otherwise controlled by 68 Ventures, LLC, (iv) TIGS Holdings, LLC or any entity owned or otherwise controlled by Jeremy Hunt, (v) Robertson Construction Co., LLC or any entity owned or otherwise controlled by Jason Robertson, (vi) Ruby Communities, LLC or any entity owned or otherwise controlled by Kelly Grady, or (vii) Mark Davis Construction, Inc. or any entity owner or otherwise controlled by Mark Davis (as applicable, a "Permitted Assignee"), without the consent of Seller, provided that Purchaser shall, within five (5) business days of any

assignment to a Permitted Assignee, provide Seller with an executed copy of the written assignment. Except as is provided in the foregoing sentence to the contrary, this Agreement is not assignable.

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.

Each notice shall be addressed to each party at its address set forth below 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.

Seller:

The City of Mobile
Real Estate Department
Post Office Box 1827
Mobile, AL 36633-1827
Email:carleen.stout@cityofmobile.org

Copy to:

The City of Mobile
City Attorney
Post Office Box 1827
Mobile, AL 36633-1827
Email: rwoods@cityofmobile.org

Purchaser:

Donald L. Long, Division President
D.R. Horton, Inc. – Birmingham
1641 Popp's Ferry Road, Building B
Biloxi, MS 39532
Phone: (228) 215-1943
Email: dllong@drhorton.com

Copy to:

Sarah McLaughlin, Esq.
Region Counsel, Gulf Coast Region
D.R. Horton, Inc.
22000 Town Center Ave., Suite 100
Spanish Fort, AL 36527
E-mail: somclaughlin@drhorton.com

And

D.R. Horton, Inc.
1361 Horton Circle
Arlington, TX 76011
Attn: Mark Karnes, Esq.
Email: mkarnes@drhorton.com

And

Christopher M. Gill, Esq.
Hand Arendall Harrison Sale LLC
104 St. Francis Street, Suite 300
Mobile, AL 36602
Email: cgill@handfirm.com

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.

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.

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. **Effective Date.** As used herein, the term "**Effective Date**" means the last of the following dates: (a) the date this Agreement is executed by Purchaser's Division President, (b) the date this Agreement is executed by Seller, or (c) the date of Purchaser's corporate ratification, as required by Section 24 below.

22. **Anti-Discrimination.** All City of Mobile contracts require that parties 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.

23. **Immigration.** By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement.

24. **Purchaser's Corporate Ratification**. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NEITHER THIS AGREEMENT NOR ANY AMENDMENT HERETO SHALL BE A VALID, BINDING OR ENFORCEABLE OBLIGATION OF PURCHASER UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING AS SET FORTH ON EXHIBIT "C" ATTACHED HERETO BY ONE OF THE FOLLOWING EXECUTIVE OFFICERS OF PURCHASER: DONALD R. HORTON, DAVID V. AULD, MICHAEL J. MURRAY, BILL W. WHEAT, PAUL ROMANOWSKI OR SCOTT WHITEHURST; PROVIDED THAT IF RATIFICATION OF THIS AGREEMENT DOES NOT OCCUR WITHIN THIRTY (30) DAYS OF THE DATE ON WHICH THE LAST OF SELLER OR THE DIVISION PRESIDENT OF PURCHASER HAS EXECUTED THIS AGREEMENT, AND SUCH FAILURE CONTINUES FOR A PERIOD OF FIVE (5) BUSINESS DAYS AFTER WRITTEN NOTICE FROM SELLER, THEN THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT.

25. **Waiver of Jury Trial.** PURCHASER AND SELLER EACH KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE TRIAL BY JURY IN ANY DISPUTE, ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (I) THIS AGREEMENT; (II) THE RELATIONSHIP OF PURCHASER AND SELLER; (III) THE PROPERTY; OR (IV) THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. PURCHASER AND SELLER FURTHER ACKNOWLEDGE THAT EACH HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE MAKING OF THIS WAIVER BY INDEPENDENT COUNSEL OF ITS OWN ELECTION.

26. **Seller Deliverables.** Within seven (7) days after the Effective Date, Seller shall deliver to Purchaser copies of all of the following materials, to the extent they are in the possession or control of Seller: (a) all surveys, (b) all title reports, commitments and policies, (c) all zoning documents, construction plans, approved site plans or plats, permits, development orders or other entitlements obtained by Seller, including any applications therefor, (d) all reports, documents and surveys regarding rock tests and other soil conditions, (e) all environmental studies and reports, (f) all wetland delineation studies, (g) all other reports, studies and other materials that pertain to environmental hazards, wetlands, flood studies or any aspect of the physical or environmental condition of the Property or other property in the vicinity of the Property and (h) all existing or proposed leases, licenses, easements and contracts affecting the Property.

27. Electronic Signatures.

27.1 This Agreement may be executed in any number of identical counterparts which, taken together, shall constitute collectively one agreement. The parties acknowledge and agree that execution of this Agreement may be accomplished by electronic signature utilizing DocuSign or any other mutually acceptable similar online, electronic, or digital signature technology. The parties agree that the Notice of Suitability may also be executed by Purchaser (including Purchaser's Authorized Officer) utilizing DocuSign or another similar online, electronic, or digital signature technology. The parties agree that this Agreement may be transmitted by facsimile machine or by electronic scanning and email, and the parties intend that faxed, scanned, and electronic signatures shall constitute original signatures. A facsimile or scanned copy or any counterpart or conformed copy of this Agreement, including use of Adobe PDF technology to merge pages and create a conformed copy of this Agreement, with the signature (original, faxed, or scanned signature or permitted electronic signature) of all of the parties shall be binding on the parties. Except as provided in this Section 27.1 with respect to electronic signatures (*e.g.*, DocuSign) and faxing, scanning, and emailing, (1) Seller and Purchaser do not assent or agree to and will not be bound by any electronic record, and without limiting the foregoing, (2) Purchaser and Seller agree that the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act, including without limitation Alabama Code § 8-1A-1, *et seq.* (1975), and any other laws applicable to contracting electronically do not and shall not apply to the execution of this Agreement or any amendment hereto.

27.2 This Agreement may only be amended, modified, or changed by a traditional written document properly executed by Seller and Buyer (including ratification of this Contract pursuant to Section 24 hereof); provided, however, the provisions of Section 27.1 above, including without limitation execution by DocuSign or similar technology, shall apply to any such amendment. Such amendment may be transmitted by electronic scanning, email, facsimile, or any other method permitted by the provisions for counterpart execution and for the giving of notice in this Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Signature page immediately following.

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

SELLER:

THE CITY OF MOBILE, a Municipal Corporation

By: _____
Name: William S. Stimpson
As Its: Mayor
Date: _____

ATTEST:

_____
City Clerk

PURCHASER:
D.R. HORTON INC. – BIRMINGHAM,
an Alabama corporation

By: Donnie Long (Jun 5, 2024 13:15 GMT+3)
Name: Donald L. Long
Its: Division President
Date: 06/05/2024

STATE OF _____
COUNTY OF _____

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Donald L. Long, whose name as signed to the foregoing Agreement for Sale and Purchase, as the Division President of D.R. Horton, Inc. – Birmingham, an Alabama corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this _____ day of _____, 2024.

{SEAL}

_____
Notary Public
My Commission Expires: _____

EXHIBIT "A"

Property Address: 5842 (AKA 5850) Carol Plantation Road, Theodore, AL 36582

Parcel No. R023308332000001.001, Key No. 02840741

LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

LOT 1 BOYKIN PARK SUBDIVISION AND RECORDED IN REAL PROPERTY BOOK 77 PAGE 105 PROBATE COURT RECORDS MOBILE COUNTY, AL.

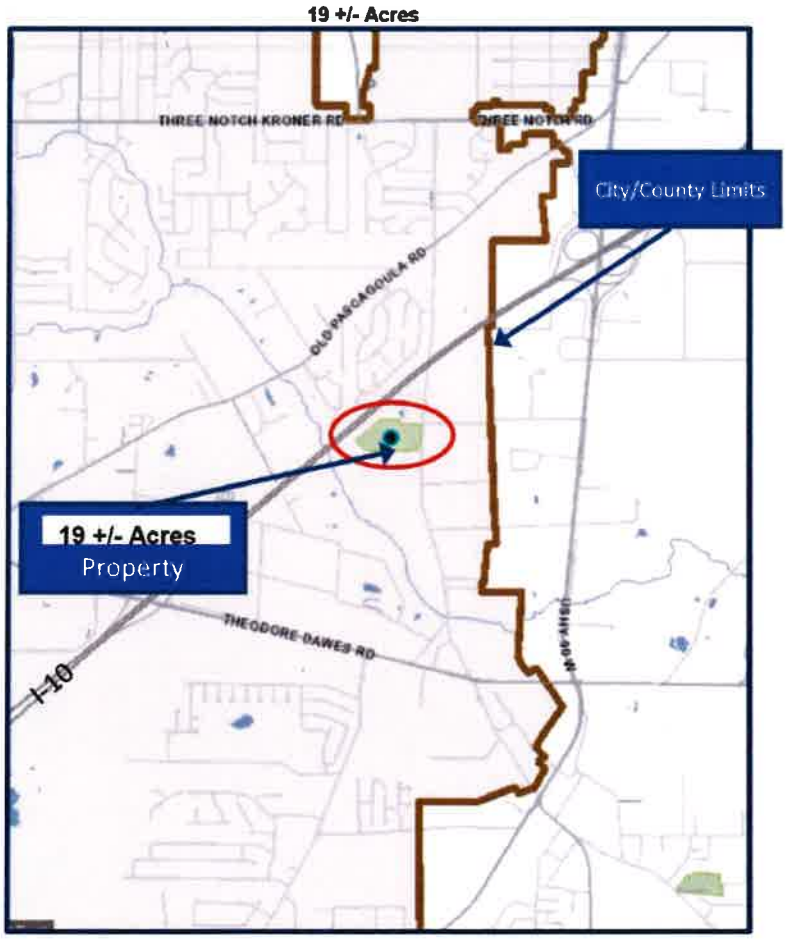


Exhibit "B"
Form of General Assignment

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "**Assignment**") is made as of the ____ day of _____, 20__, by _____, a _____ ("**Seller**"), to D.R. Horton, Inc. – Birmingham, an Alabama corporation ("**Buyer**").

WHEREAS, of even date herewith, Seller has conveyed to Buyer the real property described in Exhibit "A" attached hereto ("**Land**"), together with all improvements (the "**Improvements**") located thereon (the Land and Improvements are referred to herein collectively as the "**Property**"); and

WHEREAS, Seller and Buyer intend that Seller also convey to Buyer all of the Conveyed Property Rights (as hereinafter defined).

NOW, THEREFORE, Seller, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, hereby agrees as follows:

1. Seller has GRANTED, BARGAINED, SOLD, CONVEYED and ASSIGNED, and by these present does hereby GRANT, BARGAIN, SELL, CONVEY and ASSIGN to Buyer all of Seller's right, title and interest in and to the following, but only to the extent same pertain to the Property ("**Conveyed Property Rights**") and to the extent allowed by law:

(a) all surveys, engineering, soils, seismic, geological, environmental, reports, studies and certificates and other technical descriptions;

(b) all warranties, guaranties and indemnities received from third parties, and all claims, demands and causes of action against third parties, but only to the extent they are for the benefit of, and applicable to, the Property or the owner thereof, including, without limitation, any warranties, guaranties, indemnities, contractual rights, claims, demands and causes of action pertaining to the development, construction, design or completion of the Property and/or the common areas, streets, utilities or other subdivision infrastructure;

(c) all licenses, permits, governmental approvals, utility commitments, utility rights (including rights to capacity or service), drainage and detention rights, development rights or other similar rights, inclusive of any prepaid impact fees, impact fee credits or other similar development credits;

(d) all rights under any plats (preliminary or final) of any portion of the Property or any rights-of-way abutting the Property or any portion thereof, including any boundary plats and any right-of-way plats, submitted, approved or recorded;

(e) all unpaid awards or proceeds, including awards in connection with insurance and any eminent domain taking; and

(f) to the extent allowed by law and subject to any restrictions on the transfer of municipal rights and powers, and not including rights and powers that can only be exercised by a municipality, all other rights, powers, privileges, options, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or which otherwise benefit the Property.

TO HAVE AND TO HOLD the Conveyed Property Rights unto Buyer and Buyer's successors and assigns forever.

2. This Assignment shall be binding on Seller, its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns.

3. This Assignment does not constitute an assumption of any liability or obligation by Buyer, nor shall it be deemed to impose on Buyer any liability or obligation. This Assignment is made WITHOUT RECOURSE. Furthermore, Seller assigns the Conveyed Property Rights only to the extent they may exist and in fact be assignable, and without any representation or warranty whatsoever.

4. Seller and Buyer will each cooperate with each other, their employees, and agents to facilitate the purpose and intent of this Assignment including, without limitation, the providing of information and documentation that may be reasonably required for the enforcement of the rights and interests assigned hereby.

5. This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

EXECUTED as of the date first above written.

NOTE: EXHIBIT ONLY – DO NOT EXECUTE

EXHIBIT "C"

Purchaser's Corporate Ratification

Pursuant to Section 24 of this Agreement, the undersigned hereby ratifies this Agreement on behalf of D.R. Horton, Inc. – Birmingham.

D.R. HORTON INC. – BIRMINGHAM,
an Alabama corporation

By: _____
Print Name: _____
Title: _____
Date: _____

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

I. Property Address: **5842 (AKA 5850) Carol Plantation Road, Theodore, AL 36582**

County Revenue Commission Key Number: **2840741**

City Council District and Zoning: **N/A- County property**

Sale or Lease: **Sale**

Buyer or Lessee: **DR Horton, Inc.**

II. Date of City Council Resolution Assenting to Sale or Lease: **Upon approval of Ordinance for Disposition**

III. Advertisements: **Yes**

• Dates: **11/15/2020, 11/18/2020- First Bid Phase, 1/13/2021- Second Bid Phase, 6/12/23, 6/14/23, 6/16/23 Third Bid Phase**

• • Methods: _X_ City Website _X_ For Sale sign posted

____ Listed with brokers _X_ Other (explain)

Mobile Press Register, Lagniappe, Dothan Eagle, Gadsden Times, Tuscaloosa News

III. New Lease (if applicable) **N/A**

• Term _____

• Rent _____

• Options to renew _____

IV. Method of Sale:

____ Sale by Realtor _____Request for Proposals

_X_ Request for Bids _X_ Negotiation

____ Exchange (explain, including Party, Property) _____

____ Adjacent Property Owner / Side lot

_X_ Sale for Less than Fair Market Value

____ Public Purpose (see V below)

___ OTHER **(explain):**

1. DECLARE CITY OF MOBILE PROPERTY SURPLUS AND,

2. CONVEY REAL PROPERTY TO MOBILE COUNTY, ALABAMA, A BODY CORPORATE AND POLITIC AND A POLITICAL SUBDIVISION OF THE STATE OF ALABAMA.

V. Fair Market Value: **$570,000.00 (appraisal dated 1/23/2023)**
How Determined: X MAI Appraisal; Date of Appraisal 1/23/2023
__ Appraisal ordered by: X CITY or ___ PURCHASER
____ Tax Assessor; _____
____ Broker's Letter of Value
____ Other; _____

V. Sale/Lease for Public Purpose identified:

____ Non-profit (name & purpose) _____

__X__Public Entity (name & purpose) **DR Horton, Inc., to build Single Family Homes**

VI. Notice given to adjacent property owners: X Yes ____ No

If yes, date of notice: **11/10/20**

VII. Competing offers: _____Yes; (Explain)_____

CERTIFICATE OF SECRETARY

The undersigned hereby certifies as follows:

1. He is a duly elected, qualified and acting Secretary of D.R. Horton, Inc. - Birmingham, an Alabama corporation *(the "Company")*, is familiar with the facts herein certified and is duly authorized to certify the same.

2. The following is a true, correct and complete copy of resolutions related to the subject matter as adopted by the Consent of Sole Director of the Company dated October 1, 2021 *(the "Resolutions")*. The Resolutions have not been amended, rescinded or modified and remain in full force and effect as of the date hereof.

Election of Vice President and Division President

WHEREAS, effective June 6, 2014, Donald L. Long was duly elected to the office of Assistant Vice President of the Company and City Manager of the Mississippi area of the Company's Northern Gulf Coast Division; and

WHEREAS, it is now desirable to promote Donald L. Long to the position of Division President of the Company's Mobile / Mississippi Division.

NOW, THEREFORE, BE IT RESOLVED, that Donald L. Long is hereby elected to the office of Vice President of the Company and Division President *(the "Division President")* of the Company's Mobile / Mississippi Division *(the "Division")*, to serve until the next annual meeting of the directors of the Company and until his successor is duly elected and qualified or until his earlier death, resignation or removal.

RESOLVED FURTHER, that the Division President is hereby authorized and empowered, in the Division and in the name and on behalf of (A) the Company, (B) any partnership of which the Company is a general partner, manager or agent, and (C) any limited liability company of which the Company is a member, manager or agent *(collectively the "Entities")*, (i) subject to written approval by any one of the following officers of the Company: (a) Chairman of the Board, (b) President, (c) Senior Executive Vice President, (d) Executive Vice President or (e) the Region President of the Division *(the "Approving Officers")*, to execute and deliver contracts, agreements and other documents and instruments (other than promissory notes) for the purchase of real property, and any improvements or appurtenances constructed thereon or affixed thereto, or any interest therein, including without limitation any right-of-way, easement, leasehold or other tangible or intangible property, right or interest, and any personal property relating or incident thereto, (ii) subject to written approval by any one of the Approving Officers, to execute and deliver contracts, agreements, deeds, conveyances or other obligations of the Entities,

closing statements and other documents and instruments for the sale of improved or unimproved real property, or any interest or right therein, owned, leased or otherwise controlled by the Entities and (iii) to execute and deliver model home leases and such other agreements, instruments or documents as the Approving Officers shall direct.

RESOLVED FURTHER, that in connection with the management of the Entities' business, the Division President is hereby authorized and empowered, in the name and on behalf of the Entities in the Division, to execute and deliver (i) contracts, agreements and other documents and instruments for the subdivision, development and/or improvement of real property, (ii) contracts, agreements, deeds, closing statements and other documents and instruments for the sale, transfer and/or conveyance of mineral rights, groundwater and other water rights owned, leased or controlled by any of the Entities to DRH Energy, Inc., an affiliate of the Entities, (iii) home sales contracts, sales person employment agreements and similar or equivalent agreements, documents or instruments and (iv) personal property leases for, among other things, office equipment and construction trailers.

RESOLVED FURTHER, that in connection with the management of the Entities' business in the Division, the Division President shall be authorized and empowered, in the name and on behalf of the Entities in the Division, to execute and deliver any and all documents and instruments, necessary to sell and convey title to single-family and multi-family homes.

RESOLVED FURTHER, that effective as of the date hereof, Donald L. Long is hereby removed from the office of Assistant Vice President of the Company.

RESOLVED FURTHER, that effective as of the date hereof, the authority hereby granted to the Division President supersedes authority previously granted by Written Consent of Sole Director to the Division President as of the date hereof.

IN WITNESS WHEREOF, the undersigned has signed on the 1st day of October, 2021.

Thomas B. Montaño
Secretary

CERTIFICATE OF SECRETARY

The undersigned hereby certifies as follows:

1. He is a duly elected, qualified and acting Secretary of D.R. Horton, Inc. - Huntsville, a Delaware corporation *(the "Company")*, is familiar with the facts herein certified and is duly authorized to certify the same.

2. The following is a true, correct and complete copy of resolutions related to the subject matter as adopted by the Consent of Sole Director of the Company dated October 1, 2021 *(the "Resolutions")*. The Resolutions have not been amended, rescinded or modified and remain in full force and effect as of the date hereof.

Election of Vice President and Division President

WHEREAS, effective June 6, 2014, Donald L. Long was duly elected to the office of Assistant Vice President of the Company and City Manager of the Mississippi area of the Company's Northern Gulf Coast Division; and

WHEREAS, it is now desirable to promote Donald L. Long to the position of Division President of the Company's Mobile / Mississippi Division.

NOW, THEREFORE, BE IT RESOLVED, that Donald L. Long is hereby elected to the office of Vice President of the Company and Division President *(the "Division President")* of the Company's Mobile / Mississippi Division *(the "Division")*, to serve until the next annual meeting of the directors of the Company and until his successor is duly elected and qualified or until his earlier death, resignation or removal.

RESOLVED FURTHER, that the Division President is hereby authorized and empowered, in the Division and in the name and on behalf of (A) the Company, (B) any partnership of which the Company is a general partner, manager or agent, and (C) any limited liability company of which the Company is a member, manager or agent *(collectively the "Entities")*, (i) subject to written approval by any one of the following officers of the Company: (a) Chairman of the Board, (b) President, (c) Senior Executive Vice President, (d) Executive Vice President or (e) the Region President of the Division *(the "Approving Officers")*, to execute and deliver contracts, agreements and other documents and instruments (other than promissory notes) for the purchase of real property, and any improvements or appurtenances constructed thereon or affixed thereto, or any interest therein, including without limitation any right-of-way, easement, leasehold or other tangible or intangible property, right or interest, and any personal property relating or incident thereto, (ii) subject to written approval by any one of the Approving Officers, to execute and deliver contracts, agreements, deeds, conveyances or other obligations of the Entities,

closing statements and other documents and instruments for the sale of improved or unimproved real property, or any interest or right therein, owned, leased or otherwise controlled by the Entities and (iii) to execute and deliver model home leases and such other agreements, instruments or documents as the Approving Officers shall direct.

RESOLVED FURTHER, that in connection with the management of the Entities' business, the Division President is hereby authorized and empowered, in the name and on behalf of the Entities in the Division, to execute and deliver (i) contracts, agreements and other documents and instruments for the subdivision, development and/or improvement of real property, (ii) contracts, agreements, deeds, closing statements and other documents and instruments for the sale, transfer and/or conveyance of mineral rights, groundwater and other water rights owned, leased or controlled by any of the Entities to DRH Energy, Inc., an affiliate of the Entities, (iii) home sales contracts, sales person employment agreements and similar or equivalent agreements, documents or instruments and (iv) personal property leases for, among other things, office equipment and construction trailers.

RESOLVED FURTHER, that in connection with the management of the Entities' business in the Division, the Division President shall be authorized and empowered, in the name and on behalf of the Entities in the Division, to execute and deliver any and all documents and instruments, necessary to sell and convey title to single-family and multi-family homes.

RESOLVED FURTHER, that effective as of the date hereof, Donald L. Long is hereby removed from the office of Assistant Vice President of the Company.

RESOLVED FURTHER, that effective as of the date hereof, the authority hereby granted to the Division President supersedes authority previously granted by Written Consent of Sole Director to the Division President as of the date hereof.

IN WITNESS WHEREOF, the undersigned has signed on the 1st day of October, 2021.

Thomas B. Montaño
Secretary

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE THEREOF

Sponsored by Mayor William S. Stimpson

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property at 5842 (AKA 5850) Carol Plantation Road, Theodore, Alabama 36582, 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 DR Horton, Inc.

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 Purchase and Sale 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: The Deputy Director of Real Estate and Asset Management 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: The proceeds from this sale are to be placed in a Public Facility Improvement Project Account.

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

Adopted:

_____

City Clerk

Exhibit A

5842 (AKA 5850) Carol Plantation Road, Theodore, AL 36582

KEY NO. - 2840741
PARCEL NO - 2330833200001

Legal Description: Lot 1 Boykin Park Subdivision and recorded in Real Property Book 77, Page 105 Probate Court Records Mobile, County, AL



AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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	4/18/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/18/2024 - 8:52 AM

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
311 North Ann Street

Sponsored by: Councilmember William 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 ***securing*** of the structure at **311 North Ann 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 ***securing*** of the structure **311 North Ann Street** to be **$14,700.00** 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: **$14,700.00** shall constitute a special assessment against the property at structure **311 North Ann Street** and being that property more particularly described as follows:

THAT CERTAIN LOT OF LAND COMM ON W SIDE OF ANN ST AT A PT DIS 45.65 HUNDREDTHS FT S OF SW COR OF ANN & BASIL STS TH SLY ALG W/L OF ANN ST 45-65 HUNDREDTHS FT TH WLY 120 FT TH NLY 45-65 HUNDREDTHS FT TH ELY 120 FT TO PL OF BEG LOT 17 IN S1 33 OF CAMP GROUND TRT REC IN DBK 99 PGS 242-243 #SEC 40 T 4S R1W #MP29 06 40 0 007

Parcel No.: **29 06 40 0 007 062.XXX**

Owner: **RIVERS CHARLES A**
5821 OUTER DRIVE W
DETROIT MI 48235

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 ***securing*** 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 **April 23, 2024**, at **3:00 p.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 **311 North Ann Street**, for the proposed amount of **$14,700.00**.

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

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **April 23, 2024**, 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 **311 North Ann Street**, for the proposed amount of **$14,700.00**.

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 11, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – SECURING OF STRUCTURE

PROJECT NUMBER:	LOCATION:
MES-056-20	**311 N Ann Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been secured and the property owners should be assessed as indicated:

Legal Description: THAT CERTAIN LOT OF LAND COMM ON W SIDE OF ANN ST AT A PT DIS 45.65 HUNDREDTHS FT S OF SW COR OF ANN & BASIL STS TH SLY ALG W/L OF ANN ST 45-65 HUNDREDTHS FT TH WLY 120 FT TH NLY 45-65 HUNDREDTHS FT TH ELY 120 FT TO PL OF BEG LOT 17 IN SQ 33 OF CAMP GROUND TRT REC IN DBK 99 PGS 242-243 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: **29 06 40 0 007 062.XXX**
Amount: ~~**$ 14,500.00**~~ $14,700.00
Assessed: RIVERS CHARLES A
5821 OUTER DRIVE W
DETROIT, MI 48235

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member, Williams Carroll, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dade Paper Co for seven Kaivac 1250 portable restroom cleaners for Parks Dept.
General fund.

Amount of Contract:

$30,068.15

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240603 Dade Agenda Package POs	Cover Memo	6/3/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	6/6/2024 - 1:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
8231	2024	(2012) PARKS MAINTENANCE	7 KAIVAC 1250 PORTABLE RESTROOM CLEANERS FOR PARKS DEPARTMENT (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$30,068.15	(161125) DADE PAPER CO

Adopted:

_____
City Clerk

Bill To	Requisition 00008231-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DADE PAPER CO	LANGAN PARK DELIVERIES TO SAGE
P O BOX 1180	48 N. SAGE AVE.
	MOBILE, AL 36607
LOXLEY, AL 36551	HANKINSC@CITYOFMOBILE.ORG
Tel#251-751-4887	Delivery Reference
Fax 251-964-6010	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/24	161125				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE AND OMNIA CONTRACT 202329-01			
001	KAIVAC - NO TOUCH - RESTROOM CLEANER, 12 GL TANK 500 PSI, KAIVAC # KAIVAC 1250. 2 QUOTES ATTACHED	7.00 EACH	4295.45000	30068.15
1	1000.40.20.2030.2012.2005.0000.0000.44020.			30068.15

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 30068.15

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

Account	Amount	Remaining Budget

Bill To	Requisition 00008231-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DADE PAPER CO	LANGAN PARK DELIVERIES TO SAGE
P O BOX 1180	48 N. SAGE AVE.
	MOBILE, AL 36607
LOXLEY, AL 36551	HANKINSC@CITYOFMOBILE.ORG
Tel#251-751-4887	Delivery Reference
Fax 251-964-6010	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/24	161125				PARKS MAINTENANCE

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.44020.	30068.15	188074.94
PARKS MAINTENANCE EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	06/03/24	STEVEN KRONINGER	GL Allocation changed
Approved	04/23/24	KIM CARMODY	Auto approved by: 91055604
Approved	04/23/24	DANIEL OTTO	
Approved	05/15/24	KIM CARMODY	
Approved	05/15/24	DANIEL OTTO	Auto approved by: 910520521
Approved	06/03/24	KIM CARMODY	Auto approved by: 91055604
Approved	06/03/24	DANIEL OTTO	
Rejected	05/15/24	STEVEN KRONINGER	per CH
Approved	06/03/24	DONALD ROSE	Auto approved by: 910519540
Approved	06/03/24	SANDRA LEWIS	Auto approved by: 910519540
Approved	06/03/24	STEVEN KRONINGER	
Approved	06/03/24	SAMANTHA COOLEY	Auto approved by: 910519540
Approved	06/03/24	JOHN PAINE	Auto approved by: 910519540
Approved	06/03/24	MICHAEL SPAFFORD	Auto approved by: 910519540

Authorized By: _____ Date: _____
Signature

network DISTRIBUTION

Network Distribution

Janitorial & Sanitation Products, Foodservice Disposables, Industrial Packaging & Related Services

Network Distribution® (*Network*) is designed to deliver the efficiency and reach of a major North American distributor, but with the personal accountability of locally based, best-in-class distributors. Supported by the power of local expertise, *Network* offers category knowledge, customizable supply management programs, and products from the industry's top suppliers. This agreement includes all the janitorial and sanitation supplies your agency needs, on one contract, with distribution services, support and training provided by resources based in your area. OMNIA Partners members have access to exclusive savings and value adds from *Network* distributors nationwide.

Click Your Industry

- Education | Government
- Nonprofit
- Corporate | Enterprise
- Private Equity

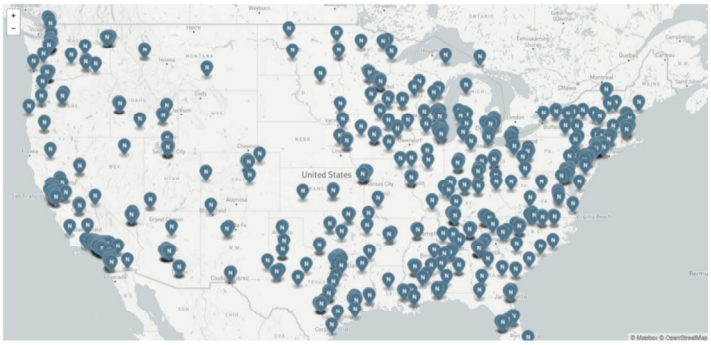
Local Primary Distributors

This agreement offers all your janitorial and sanitation needs on one contract, with the added benefit of distribution and service by a local community-based distributor. If you do not see a distributor in your area, please contact us at info@omniapartners.com or click the button below and we will be

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Accept Decline

CONTACT US



- Acme Paper & Supply Co. Inc.
- Acorn Distributors, Inc.
- American Paper & Supply Company
- American Paper & Twine
- Baumann Paper
- Belson Company
- Brady Industries
- Brame Specialty
- Capital Sanitary
- Central Paper Company
- Central Sanitary Supply
- Cogent Solutions & Supplies
- Cole Papers
- Cole Supply
- Dacotah Paper Company
- Dalco Enterprises
- Dees Paper Company, Inc.
- EBP Supply Solutions
- Economical Janitorial & Paper
- Gem State Paper & Supply
- GVH Distribution
- HP/Ferguson
- H.T. Berry
- Hill & Markes Inc.
- Imperial Dade, LLC
- Imperial/Kranz
- Industrial Soap
- Jackson Newell Paper Co. - Flowood
- Kelly Spicers Facilities Solutions
- Johnston Paper
- Kel-San
- Liberty Distributors
- Mac Papers
- Mailender
- Matera Paper Company / Ferguson
- Maintex
- Midland
- Mission Janitorial
- M. Conley
- Nassco, Inc.
- National Everything Wholesale
- Nichols
- North American Corporation
- Lindenmeyr Munroe
- P&R Paper Supply Company, Inc.
- Paper Enterprises, Inc.
- Paper Products Company
- Penn Jersey Paper
- Phillips Supply Company
- Pollock Orora
- Randik Paper Company
- R.D. Wilson Sons & Company
- Regal Distributing Company
- Sanico
- S. Freedman & Sons
- Schilling Supply Company
- Southeastern Paper Group
- Southwest Paper Company
- Sterling Sanitary
- Strauss Paper
- Walter E. Nelson Co.
- Waxie Sanitary Supply
- WCP Solutions
- Western Paper Distributors

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

September 1, 2023

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. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2024**. 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. 2023-135.

Prior to utilizing Omnia, 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.* 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.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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:6/18/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to JHCC Holdings LLC for wreck repair to 2021 Chevrolet Tahoe PPV SUV.
Motor Pool capital.

Amount of Contract:

$16,313.60

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

ATTACHMENTS:

Description	Type	Upload Date
20240603 JHCC Agenda Package POs	Cover Memo	6/3/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	6/6/2024 - 1:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
9835	2024	(2050) FLEET MAINTENANCE-GARAGE	WRECK REPAIR FOR 2021 CHEVY TAHOE PPV SUV (PRICE BELOW BID REQUIREMENT; VENDOR SELECTED FROM BODY WORK ROTATION POOL)	$16,313.60	(299101) JHCC HOLDINGS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009835-00 FY 2024
MUNICIPAL GARAGE	PO 24009052
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
JHCC Holdings - LLC	MUNICIPAL GARAGE
900 Lakeside Dr	770 GAYLE STREET
	MOBILE, AL 36604
Mobile, Al 36693	sean.clark@cityofmobile.org
	Delivery Reference
	D. HILL
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	299101				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	NGPO#:PO-08098			
001	00110-Wreck Repair	1.00 LOT	16313.60000	16313.60
	Additional Description Notes			
	QUOTE ID: 136848052, 5/30/24			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			16313.60
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Deliver To			
	LANGAN PARK DELIVERIES TO SAGE			
	48 N. SAGE AVE.			
	MOBILE, AL 36607			

Requisition Link

Requisition Total 16313.60

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	16313.60	11278624.64
MOTOR POOL EXP REPAIR PARTS		

Bill To	Requisition 00009835-00 FY 2024
MUNICIPAL GARAGE	PO 24009052
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
JHCC Holdings - LLC	MUNICIPAL GARAGE
900 Lakeside Dr	770 GAYLE STREET
	MOBILE, AL 36604
Mobile, Al 36693	sean.clark@cityofmobile.org
	Delivery Reference
	D. HILL
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	299101				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	***** Approval/Conversion Info *****			
	Activity Date Clerk	Comment		
	Approved 05/31/24 CHARLES SUMRALL	Approve repairs		
	Approved 06/03/24 SHONNDA SMITH			
	Approved 06/03/24 CHERI BOUCHER	Auto approved by: 910518244		
	Approved 06/03/24 DONALD ROSE	Auto approved by: 9105spam		
	Approved 06/03/24 SANDRA LEWIS	Auto approved by: 9105spam		
	Approved 06/03/24 STEVEN KRONINGER	Auto approved by: 9105spam		
	Approved 06/03/24 SAMANTHA COOLEY	Auto approved by: 9105spam		
	Approved 06/03/24 JOHN PAINE	Auto approved by: 9105spam		
	Approved 06/03/24 MICHAEL SPAFFORD			

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Pioneer Manufacturing Co for 8 sets of portable volleyball poles, bases, pads and nets for Parks Dept.
General fund.

Amount of Contract:

$17,040.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240604 Pioneer Agenda Package POs	Cover Memo	6/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	6/6/2024 - 1:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
9242	2024	(2032) COMMUNITY CENTERS	8 SETS OF PORTABLE VOLLEYBALL POLES, BASES, PADS AND NETS FOR PARKS DEPARTMENT (PRICE BELOW BID REQUIREMENT, PRICE QUOTES)	$17,040.00	(163867) PIONEER MANUFACTURING CO

Adopted:

_____
City Clerk

Bill To	Requisition 00009242-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.20.2030.2032.2005.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PIONEER MANUFACTURING CO	PARKS SAGE AVE
4529 INDUSTRIAL PARKWAY	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607
CLEVELAND, OH 44135	HANKINSC@CITYOFMOBILE.ORG
Tel#888-877-1500	Delivery Reference
Fax 800-877-1511	CATHY HANKINS
	Deliver To
	PARKS SAGE AVE
	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/24	163867				COMMUNITY CENTERS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PIONEER ATHL NOT CHARGING FREIGHT			
	AS PER QUOTE			
001	VOLLEYBALL POLES - BISON PB130, 2 QUOTES ATTACHED. **NO SUBS**	16.00 EACH	759.50000	12152.00
	1 1000.50.20.2030.2032.2005.0000.0000.42140.			12152.00
	Ship To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 Delivery Reference CATHY HANKINS			
	Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607			
002	VOLLEY BALL POLE PADS, PB100BP NO SUBS	16.00 EACH	231.00000	3696.00

Bill To	Requisition 00009242-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.20.2030.2032.2005.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PIONEER MANUFACTURING CO	PARKS SAGE AVE
4529 INDUSTRIAL PARKWAY	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607
CLEVELAND, OH 44135	HANKINSC@CITYOFMOBILE.ORG
Tel#888-877-1500	Delivery Reference
Fax 800-877-1511	CATHY HANKINS
	Deliver To
	PARKS SAGE AVE
	48 N. SAGE AVE
	NORTH SIDE DOOR
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/24	163867				COMMUNITY CENTERS

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.50.20.2030.2032.2005.0000.0000.42140.			3696.00

Ship To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607

003	VOLLEYBALL NETS, 2VB08 NO SUBS	8.00 EACH	149.00000	1192.00
1	1000.50.20.2030.2032.2005.0000.0000.42140.			1192.00

Ship To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To

Bill To	Requisition 00009242-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.20.2030.2032.2005.0000.0000.42140. Review: Buyer: 910520704 Status: Approved Page 3

Vendor	Ship To
PIONEER MANUFACTURING CO 4529 INDUSTRIAL PARKWAY CLEVELAND, OH 44135 Tel#888-877-1500 Fax 800-877-1511	PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/24	163867				COMMUNITY CENTERS

LN	Description / Account	Qty	Unit Price	Net Price
	PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607			

Requisition Link

Requisition Total 17040.00

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

Account	Amount	Remaining Budget
1000.50.20.2030.2032.2005.0000.0000.42140.	17040.00	239332.74
COMMUNITY CENTERS/PROGRAM EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	06/04/24	DONALD ROSE	Auto approved by: 910520704
Approved	06/04/24	SANDRA LEWIS	Auto approved by: 910520704
Approved	06/04/24	STEVEN KRONINGER	Auto approved by: 910520704
Approved	06/04/24	SAMANTHA COOLEY	
Approved	06/04/24	JOHN PAINE	Auto approved by: 910520704
Approved	06/04/24	MICHAEL SPAFFORD	Auto approved by: 910520704

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SA-SO for 10 amber and 4 red traffic-sign solar flashing beacons for Traffic Engineering
General fund.

Amount of Contract:

$19,600.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240605 SASO agenda Package POs	Cover Memo	6/5/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	6/6/2024 - 1:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
8316	2024	(2060) TRAFFIC ENGINEERING	10 AMBER AND 4 RED TRAFFIC-SIGN SOLAR FLASHING BEACONS FOR TRAFFIC ENGINEERING (PRICE BELOW BID REQUIREMENT, PRICE QUOTES)	$19,600.00	(190380) SA-SO

Adopted:

_____
City Clerk

Bill To	Requisition 00008316-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
SA-SO 525 N GREAT SW PKWY ARLINGTON, TX 76011 Tel#972-641-4911 Fax 972-660-3684	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/24	190380				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER YOUR QUOTE Q24-54509			
001	12"AMBER SOLAR POWERED FLASHING BEACON INCLUDES 30WATT SOLAR PANEL, 20.8AH BATTERY,24/7 FLASHING STANDARD BLACK HOUSING P/N HD302A (HARDWARE FOR 2"SQUARE POSTS INCLUDED) Vendor Item	10.00 EACH	1400.00000	14000.00
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			14000.00
	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 00008316-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
SA-SO 525 N GREAT SW PKWY ARLINGTON, TX 76011 Tel#972-641-4911 Fax 972-660-3684	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/24	190380				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	12"RED SOLAR POWERED FLASHING BEACON INCLUDES 30WATT SOLAR PANEL, 20.8AH BATTERY,24/7 FLASHING STANDARD BLACK HOUSING. P/N HD302R (HARDWARE FOR 2"SQUARE POSTS INCLUDED) Vendor Item	4.00 EACH	1400.00000	5600.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			5600.00

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 19600.00

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020. TRAFFIC ENGINEERING EXP OPERATING SUPPLIES	19600.00	490652.17

Bill To	Requisition 00008316-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 3

Vendor	Ship To
SA-SO 525 N GREAT SW PKWY ARLINGTON, TX 76011 Tel#972-641-4911 Fax 972-660-3684	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/24	190380				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Queued	04/25/24	DONALD ROSE	need to quote
Queued	04/25/24	SANDRA LEWIS	need to quote
Queued	04/25/24	STEVEN KRONINGER	need to quote
Queued	04/25/24	SAMANTHA COOLEY	need to quote
Queued	04/25/24	JOHN PAINE	need to quote
Queued	04/25/24	MICHAEL SPAFFORD	need to quote

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Lance Slater, Chief Resilience Officer

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Addendum to contract to add the 2024/2025 school year and an additional $40,000 for Osprey Initiative, LLC, to provide Litter-Free Education Program for the Resilience Department.
General fund.

Amount of Contract:

$40,000.00

Funding Source

Project # **Discretionary Funds**

Project String 1004.2000.42070 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2024 Osprey Addendum Agenda Package	Cover Memo	6/3/2024
resolution	Cover Memo	6/6/2024

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Moore, Rick	Approved	6/3/2024 - 6:02 PM
Legal	Barfield, Becky	Approved	6/6/2024 - 12:31 PM
			6/6/2024 - 12:31

Legal	Barfield, Becky	Approved	6/6/2024 - 1:34 PM
Mayors Office	Barber, James	Approved	

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.*

Addendum 1 to Agreement for Litter-Free Mobile Education Program

THIS ADDENDUM No. 1 to Contract for Litter-Free Mobile Education Program ("Addendum") is entered into on this ____ day of _____, 2024, by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and Osprey Initiative, LLC ("Consultant").

RECITALS

A. Consultant and the City entered into an Agreement for the Litter-Free Mobile Education Program on or about July 24, 2023, (collectively, the 'Agreement") intending to provide the defined litter-free education program services for the 2023-2024 school education year.

B. Article III of the Agreement provides three Tasks relevant to the 2023/2024 school academic year.

C. Article IV, paragraph A., of the Agreement provides that the Agreement will expire on May 31, 2024

D. Article V.A.a. of the Agreement provides that the total contract amount is not to exceed $35,000.00.

E. Consultant and City desire that Consultant provide the defined program services for an additional academic year, the 2024-2025 school academic year, and to pay the contractor $40,000 for that additional work. This would make the total amount to be paid to the Consultant to not-to-exceed $75,000.00.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Article III of the Agreement is amended to read:

    a. In the first paragraph, "The CONSULTANT has been selected to develop, deliver, and manage a comprehensive Litter-Free Mobile Education Program to educate middle-school students across the City of Mobile about litter in an informative, fun, and engaging way."

    b. In the sixth paragraph, "The scope of work is divided into four project Tasks: 1. Development of the Project Management Plan (2023/2024

School Year). 2. Development of Education Program (2023/2024 School Year). 3. Osprey Classroom Instruction (Both School Years). 4. Management of the Education Program (2024/2025 School Year)."

c. The section, "Task 2 – Osprey Classroom Instruction" is amended to read "Task 3 – Osprey Classroom Instruction for 2023/2024 School Year" and "Task 2 Deliverables" is amended to read "Task 3 Deliverables". An additional paragraph is added to this section to read "Task 3 Osprey Classroom Instruction for 2024/2025 School Year. Osprey Classroom Instruction Osprey will use the Litter Literacy curriculum developed for 6th grade students for the hands on 1-hour class. The Litter Literacy curriculum is designed for first through sixth grades. The curriculum consists of 80% national standards and learning objectives, with the remaining 20% being tailored to the client's local area. The curriculum includes hands-on activities to assist with delivering the overall message of litter reduction and recycling. Litter is an easily visible problem and is widespread in communities across the US. It is the ideal starting point for introducing students to local, national, and global environmental issues. Osprey will provide 2 educators to lead the in-class sessions throughout the 2024/2025 academic school year. Demonstration of Osprey readiness to use the curriculum will be a payable event deliverable for 2024/2025 School Year.""

d. A fourth task is added to this section to read, "Task 4 Management of the Education Program for 2024/2025 School Year. Management of the program includes data analysis and any updates to the curriculum. Osprey will provide monthly progress reports to the City of Mobile with the results of the pre- and post-tests taken by the students, any teacher comments, and recommendations. Osprey will also schedule and manage the monthly meetings with The City as well as any meetings needed with the Mobile County Public School System. Scheduling for the teachers will happen online via Google Calendar. The reports will be turned in by the 20th of each month and a follow-up meeting will be scheduled within the following week. Demonstration of Osprey management plan will be a payable event deliverable for 2024/2025 School Year."

2. The last sentence of Article IV, paragraph A of the Agreement is amended to read, "This contract shall extend to May 31, 2025."

3. Article V.A.a. of the Agreement is amended to read, "Payment for work performed in Section III of this agreement shall not exceed $35,000.00 for the 2023/2024 academic year and $40,000.00 for the 2024/2025 academic year."

4. The first paragraph of Article V.B., is amended to add the following clause at the end of the sentence to say "...for the 2023/2024 academic year and $45,000.00 for the 2024/2025 academic year."

5. Exhibit A: CONSULTANT'S FEE SCHEDULE is replaced with the following:

EXHIBIT A: CONSULTANT'S FEE SCHEDULE

PROJECT – Litter-Free Mobile Education Program

Payment – Payment will be made in two installations for each academic year. For the 2023/2024 School Year, payment will be made upon receipt of program submission and upon receipt of identification of curriculum and staff to execute. For the 2024/2025 School Year, payment will be made upon Consultant confirmation of the Litter Literacy Program. The CONSULTANT will be paid based on the Education Program and the Program Management Plan meeting the PROJECT MANAGER's expectations. Those two items drive the remainder of the contract and must be completed prior to September 1 of each academic year. The education program delivery will be conducted through the end of each academic period, with detailed and timely monthly reporting showing progress against the Program Management Plan.

Academic Year	2023/2024	2024/2025
Payment 1: Upon receipt and approval of Education Program/ Literacy Program	$15,000.00	$20,000.00
Payment 2: Upon receipt and approval of the Detailed Program Management Plan	$20,000.00	$20,000.00

Invoicing - CONSULTANT will provide invoices to the CITY once each of the above listed deliverables are complete.

Academic Year	2023/2024	2024/2024
Invoice 1: Approval of Education Program/ Literacy Program	$15,000.00	$20,000.00
Invoice 2: Completion and approval of Program Management Plan	$20,000.00	$20,000.00

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

CONSULTANT, Osprey Initiative

Donald D. Bates, Its owner/president (title)
On behalf of Consultant

5/30/24 Date

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Sabrina Troutman, a notary public in and for said County in said State, hereby certify that Donald Bates, whose name as Authorized Agent of Osprey Initiative (business name), is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the 30th day of May, 2022.

Notary Public, Alabama State at Large
Sabrina Lynn Troutman
Expires 11/24/2025

Notary Public
My Commission Expires: 11/24/2025

CITY

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/30/2024

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

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

PRODUCER
Cadence Insurance, A Gallagher Company
760 Howard Avenue 2nd Floor
Biloxi MS 39530

CONTACT NAME: Lisa Jones
PHONE (A/C, No, Ext): 228-436-5038 **FAX (A/C, No):** 228-256-8908
E-MAIL ADDRESS: lisaf.jones@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED OSPRINI-01
Osprey Initiative, LLC
651 Olive Avenue
Fairhope AL 36532

COVERAGES **CERTIFICATE NUMBER:** 1745955191 **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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	ECP203817912	5/26/2024	5/26/2025	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
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X **UMBRELLA LIAB** ☒ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			FFX204058211	5/26/2024	5/26/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(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	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured/waiver of subrogation status, if indicated above, applies only where required by written contract and is subject to full policy conditions/forms.

CERTIFICATE HOLDER

City of Mobile, AL
205 Government Street
Mobile AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/30/2024

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PRODUCER

State Farm

Brenda Simkins
1303 South Market Street
Pascagoula MS 39567

CONTACT NAME: Brenda Simkins
PHONE (A/C, No, Ext): 228-762-4822 **FAX (A/C, No):**
E-MAIL ADDRESS: brenda.simkins.r8a9@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

OSPREY INITIATIVE LLC
PO BOX 66529
MOBILE AL 366601529

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	546 4098-D01-01D 624 5331-D16-01 531 8512-B17-01D 589 8659-C19-01B	04/01/2024 04/16/2024 02/17/2024 03/19/2024	10/01/2024 10/16/2024 08/17/2024 09/19/2024	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$ 1,000,000
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CITY OF MOBILE
205 GOVERNMENT ST.
MOBILE AL 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

Brenda M. Simkins

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PRODUCER

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Brenda Simkins
1303 South Market Street

Pascagoula MS 39567

CONTACT NAME: Brenda Simkins
PHONE (A/C, No, Ext): 228-762-4822 **FAX (A/C, No):**
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INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
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INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

OSPREY INITIATIVE LLC
PO BOX 66529

MOBILE AL 366601529

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							
	☐ CLAIMS-MADE ☐ OCCUR							
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	☐ POLICY ☐ PRO-JECT ☐ LOC							
	OTHER:							
							EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO			572 5160-B22-01B	02/22/2024	08/22/2024		
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N	624 5332-D16-01	04/16/2024	10/16/2024	BODILY INJURY (Per person)	$ 1,000,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			624 5330-D16-01	04/16/2024	10/16/2024	BODILY INJURY (Per accident)	$ 1,000,000
				573 0664-C02-01C	03/02/2024	09/02/2024	PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CITY OF MOBILE
205 GOVERNMENT ST.

MOBILE AL 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

Brenda K Simkins

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER

State Farm

Brenda Simkins
1303 South Market Street

Pascagoula MS 39567

CONTACT NAME: Brenda Simkins
PHONE (A/C, No, Ext): 228-762-4822 **FAX (A/C, No):**
E-MAIL ADDRESS: brenda.simkins.r8a9@statefarm.com

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INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

OSPREY INITIATIVE LLC
PO BOX 66529

MOBILE AL 366601529

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			573 0665-C02-01B	03/02/2024	09/02/2024	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N	442 2877-D01-01D	04/01/2024	10/01/2024	BODILY INJURY (Per accident)	$ 1,000,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CITY OF MOBILE
205 GOVERNMENT ST.

MOBILE AL 36644

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AUTHORIZED REPRESENTATIVE

Brenda K. Simkins

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OSPRINI-01 NICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/30/2024

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 License # 0C36861 San Diego-Alliant Insurance Services, Inc. 701 B St 6th Fl San Diego, CA 92101	CONTACT NAME: Nicole Ick PHONE (A/C, No, Ext): (619) 541-4832 FAX (A/C, No): E-MAIL ADDRESS: Nicole.lck@alliant.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : American Interstate Insurance Company — 31895
INSURED Osprey Initiative, LLC c/o Personnel Management Inc. 242 Lynbrook Blvd Shreveport, LA 71106	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AVWCAL3275492024	5/18/2024	5/18/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Mobile, AL
Government Plaza
205 Government Street
Mobile, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Amy Nelson

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21-784 **2023**

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract between the City of Mobile and Osprey Initiative, LLC in the amount not to exceed $35,000 to begin upon execution. The contract is to develop and deliver litter-free education programming to sixth grade students across the City of Mobile, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted: JUL 24 2023

City Clerk



LITTER-FREE MOBILE EDUCATION PROGRAM

CONSULTANT: OSPREY INITIATIVE, LLC

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STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this_____day of_____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and Osprey Initiative, LLC hereinafter called the "CONSULTANT").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the CONSULTANT setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONSULTANT - The firm assigned to perform professional services to develop the Litter-Free Mobile Education Plan. The firm so assigned to this project is **Osprey Initiative, LLC.**

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER for any phase set out in Section III or for requested additional services.

PROJECT – **Litter-Free Mobile Education Program**, City of Mobile. The professional services include items as described in Section III of the contract as directed by the City, depending on the needs of the City. See Exhibit A for a location of the project.

PROJECT DELIVERY TEAM (PDT) – A combination of City staff and CONSTULTANT staff who will make interim and final decisions at each step of the PROJECT.

PROJECT MANAGER – An individual designated by the CITY as PROJECT MANAGER.

II. STANDARDS

The CITY hereby retains the CONSULTANT, and the CONSULTANT agrees to perform for the CITY all necessary professional services, as outlined in the Scope of Work, in connection with the PROJECT. Professional services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT will meet the requirements for conformance with the standard specifications and applicable local ordinances and will ascertain the practices of the CITY prior to beginning any work on this project. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this CONTRACT will be submitted to the CITY for review and administrative approval only.

All terms and conditions apply to the CONSULTANT, as well as any covered subcontractor(s) or vendor(s).

STANDARD OF PERFORMANCE

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

III. SCOPE OF WORK

The CONSULTANT has been selected to develop a comprehensive Litter-Free Mobile Education Program to educate middle school students across the City of Mobile about litter in an informative, fun, and engaging way.

The CONSULTANT will regularly meet with the PROJECT MANAGER as Project Manager may schedule to provide status reports of progress and plan for any needed changes. The meeting schedule shall be updated until project completion.

The CONSULTANT shall submit, in writing, for the PROJECT MANAGER's approval, any project technical staff substitution or reassignment, throughout the duration of the Agreement. The PROJECT MANAGER shall approve technical staff substitution or reassignment prior to appointment by the CONSULTANT. The PROJECT MANAGER maintains the right to suspend the work wholly or in part due to any inadequacies in the CONSULTANT's project technical staffing.

The CONSULTANT shall maintain strict review of progress of the project. A monthly task completion report shall be submitted to the PROJECT MANAGER. The monthly report will be dated the Monday following the reported period, delivered via email or E-Builder.

The CITY reserves the right to appoint department representatives to observe all plans and works of the CONSULTANT. The appointed CITY representative shall have access to all work related to the PROJECT.

The scope of work is divided into three project Tasks:

1. Develop Project Management Plan
2. Development of Education Program
3. Osprey Classroom Instruction

The implementation of a litter education program has the potential to reduce littering in three important ways: 1) increase awareness about the impact litter has on the environment and community; 2) install a sense of responsibility and ownership of one's trash, environment, and community, and 3) empower youth to educate others about litter's impacts. Education is key to reducing litter and sharing information is the best way to encourage conscientious stewardship of Mobile.

Task 1 - Development of Program Management Plan

The CONSULTANT and PROJECT MANAGER will first confirm the scope of services, expectations for communications, and respective roles as well as the plan, including timelines for the Education Program's delivery.

1) Establish ground rules and define management activities:
   a. Upon contract award, the CONSULTANT, in coordination with the PROJECT MANAGER, will schedule a project initiation meeting to review the scope of services, proposed schedule, budget, deliverables, and frequency/method of communication.
   b. The CONSULTANT will use a digital project management system to facilitate communication between CONSULTANT and PROJECT MANAGER.
   c. CONSULTANT will provide a monthly written report on the status of the tasks and services.
   d. CONSULTANT will manage and upload a log of the challenges and change requests and provide a detailed account of solutions that can be used for future projects.

2) Establish timelines for completion of deliverables over the term of the contract including the following:
   a. Presentation dates for which schools; and
   b. Expected number of students reached each month.

Task 1 Deliverables:

1) Project Initiation Meeting Agenda
2) Project Initiation Meeting Minutes
3) Detailed Project Management Plan
4) List of confirmed schools and grades of students booked for each
5) Meeting minutes and summary of comments from meeting

Task 2 - Development of Education Program

The CONSULTANT will develop the education program to be taught throughout the 2023/2024 academic school year.

1) Use Litter Literacy curriculum to design education program:
   a. CONSULTANT will tailor 20% of the curriculum to the local area and the remaining 80% will be based on national standards.
   b. CONSULTANT will ensure program is educational, age-appropriate and engaging.
   c. CONSULTANT will include the modified Escaped Trash Assessment Protocol (ETAP) and other hands-on activities in the program to reinforce the importance of the Litter-Free Mobile message.
   d. CONSULTANT will develop online pre-test, post-test, secondary post-test, and teacher evaluations.
2) Education program design which will include time for review and final approval by the PROJECT MANAGER.

Task 2 Deliverables:

1) Draft Educational Presentation Multimedia Elements
2) Take-Home Educational Materials
3) Complete Curriculum Plan and Learning Objectives

Task 2 – Osprey Classroom Instruction

The primary objective of this task is to present an education program that will meet the identified goals.

1) CONSULTANT will measure and compare initial level of litter awareness and environmental understanding among 6th graders using a pre-test before the presentation.
2) CONSULTANT will conduct in-school presentations at scheduled schools and host assembly presentations.
3) CONSULTANT will distribute a post-test immediately, and a secondary post-test 14-21 days (about 3 weeks) later to assess any information recidivism.

Task 2 Deliverables:

1) Final Report of all Tests and Evaluations performed
2) Monthly progress reports to Project Manager

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The CONSULTANT agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The PROJECT MANAGER and the CONSULTANT shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT. This contract shall extend to May 31, 2024.

B. The CITY may terminate this CONTRACT for any reason, with or without cause, by providing written notice to the CONSULTANT. In the event of termination, all finished and unfinished documents, data, GIS layers, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY. In the event of termination, the CONSULTANT shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., "Basis of Payment". The CITY may notify the CONSULTANT, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the project for more than ninety (90) consecutive days, the CONSULTANT may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the CONSULTANT each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, or transfer his or its interest in this CONTRACT without written consent of the other party hereto.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the project period, which is estimated to be May 2024, unless otherwise amended or terminated in accord with other provisions of the contract. If the project period in the agreement is extended, and the CITY deems necessary, the CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided nothing contained in this CONTRACT will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional engineering services. nor to limit or reduce CONSULTANT 's liability for any breach thereof.

E. The CONSULTANT shall reimburse the CITY for attorney's fees incurred due to any breach by CONSULTANT of its obligations under the terms of this CONTRACT.

F. The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation, and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the CONSULTANT for professional services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the CONSULTANT for such work performed shall be compensated at the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit B. In all instances where disbursement of compensation is based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER. Payment will be made upon CONSULTANT presentation of and PROJECT MANAGER approval of a pay application demonstrating work performed.

CONSULTANT is responsible for payment of all expenses required to perform the work unless such expense is otherwise specifically attributed to the City herein. Such CONSULTANT expenses may include travel, data collection, meeting and event hosting (e.g., room rental, audio/visual setup, advertisement), software, printing, research fees, permits, licenses, and taxes.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Exhibit A, CITY agrees to pay the CONSULTANT, as compensation for such professional services, as shown in the Fee Schedule in Exhibit A and it is mutually agreed that compensation to the CONSULTANT will be as follows:

a. Compensation to the CONSULTANT shall be based on work performed and documented but shall be limited to the completion of the tasks in Exhibit A, which such completion shall be determined by the PROJECT MANAGER. The Fee Disbursement Schedule attached hereto as Exhibit A sets out the maximum amount to be disbursed for work performed under Section III and will be based on the completion of tasks identified in Exhibit A, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this agreement shall not exceed $35,000.00 (Thirty-Five Thousand Dollars).
b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to CITY for such failure. In the event of termination of this CONTRACT due to failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other consulting firms of its choice to complete the PROJECT. The CONSULTANT will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

B. LIMITATION OF CONSULTANT COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total, and inclusive compensation and fees (including all phases) to be paid the CONSULTANT associated with the above-mentioned PROJECT shall not exceed $35,000.00 (Thirty-Five Thousand Dollars).

CITY or CONSULTANT may request modifications or changes in the Scope of Work as described in Section III. To the extent that the Scope of Work to be performed by CONSULTANT has been affected by such change mutually agreed upon and properly approved, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

C. SUBCONTRACTORS

CONSULTANT'S proposal expressed CONSULTANT'S commitment to employ disadvantaged businesses as subcontractors as enclosed in Exhibit D. Consultant agrees to employ subcontractors as provided in Exhibit D, unless adjusted by mutual agreement, and must document evidence of employment of such subcontractors upon presentation of each pay application/invoice.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318. or subsequent codifications thereof.

B. INSURANCE

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

a. General Liability Insurance - public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence

Or (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined -
$500,000 per occurrence

b. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability $100,000 each occurrence

Or (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined - $500,000 per occurrence

c. Workers' Compensation/Employer's Liability: (when required by statute)

(1) Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.

d. Professional Liability:

Minimum coverage limits of $1,000,000 each claim and Policy Aggregate

e. Excess/Umbrella Liability Insurance:

(1) Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
(2) Limit of Liability: $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate, and this sentence, shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The following language shall be required on the Certificate of Insurance:

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

The policy endorsements listed below are required and included as Exhibit D. The "Descriptions of Operations" box on the Certificate of Liability Insurance is included in the Exhibit as an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

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

b. Additional Insured - All policies of insurance, except those referenced under paragraph B1, and B2, shall be endorsed to name City of Mobile as an Additional Insured
c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, CONSULTANT shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. CONSULTANT shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. REPRESENTATIVES FOR CITY AND CONSULTANT

The representative(s) for the City of Mobile are:
Casi Callaway, Chief Resilience Officer and Maitland Thull, Resilience Coordinator.

The representative(s) for the CONSULTANT are:
Donald W. Bates, Jr., Owner, Cassie Eldredge, Project Manager, David Kirk, Project Co-Lead, Evelyn DeAngelo, Project Co-Lead/Curriculum Development (Longleaf Consulting).

CONSULTANT IN CHARGE

The individual in charge at the CONSULTANT's firm is:
Donald W. Bates, Jr.

VIII. NOTICES

All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for **CITY**:

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827
Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

And the **CONSULTANT**:

Cassie Eldredge, Project Manager
Osprey Initiative, LLC
2350 Halls Mill Rd
Mobile, AL 36606

IX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations, or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

X. DISPUTE RESOLUTION

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

XI. LEGAL COMPLIANCE

The Consultant hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

XII. GOVERNING LAW AND VENUE

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

XIII. SEVERABILITY CLAUSE

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

XIV. OPPORTUNITY TO CONSULT WITH COUNSEL

CONSULTANT acknowledges that they, have had an opportunity to consult with and be represented by counsel of CONSULTANT'S choosing in the review of this Agreement, that they, have been advised by the CITY to do so, that CONSULTANT is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that CONSULTANT enters into this Agreement freely, without duress or coercion, and based on the CONSULTANT'S own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. The CONSULTANT further represents and acknowledges that they, have been provided a reasonable period of time within which to review the terms of this Agreement.

XV. ASSERTION OF RIGHTS

Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

XVI. BREACH

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

XVII. IMMIGRATION COMPLIANCE (E-VERIFY)

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

XVIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by the City under this contract is the Office of Resilience budget.

XIX. PROHIBITION OF BOYCOTTING

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

XX. ANTI-DISCRIMINATION

CONSULTANT shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE,
A Municipal Corporation

By: _____
William S. Stimpson
Its Mayor

ATTEST:

By: _____
Lisa C. Lambert
Its City Clerk

Osprey Initiative

By: Ellie Mellon

Its: Sr. Project Manager

Address: 2350 Halls Mill Rd
Mobile, AL 36606

Telephone: 251-525-9727

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Ellie Mellon, whose name as Sr. project manager of Osprey Initiative, LLC Consulting is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, that he/she as such Sr. project manager and with full authority, executed the same voluntarily for and as the act of said Water Institute of the Gulf on the day the same bears date.

Given under my hand this 13th day of July 2023.

_____
Notary Public

Notary Public, Alabama State at Large
Sabrina Lynn Troutman
Expires 11/24/2025

EXHIBITS

Consultant's Fee Schedule..... Exhibit A

Project Closeout Checklist..... Exhibit B

Certifications, Affidavits & Insurance..... Exhibit C

Procurement of Recovered Materials..... Exhibit D

Contract Provisions for non-Federal Entity Contracts Under Federal Awards ..... Exhibit E

EXHIBIT A: CONSULTANT'S FEE SCHEDULE

PROJECT – Litter-Free Mobile Education Program

Payment – Payment will be made in two installations, upon receipt of program submission and upon receipt of identification of curriculum and staff to execute. The CONSULTANT will be paid based on the Education Program and the Program Management Plan meeting the PROJECT MANAGER's expectations. Those two items drive the remainder of the contract and must be completed prior to September 1, 2023. The education program delivery will be conducted through the end of the contract period, May 2024, with detailed and timely monthly reporting showing progress against the Program Management Plan.

Payment 1: Upon receipt and approval of Education Program	$15,000.00
Payment 2: Upon receipt and approval of the Detailed Program Management Plan	$20,000.00

Invoicing - CONSULTANT will provide invoices to the CITY once each of the above listed deliverables are complete.

Invoice 1: Completion and approval of Education Program	$15,000.00
Invoice 2: Completion and approval of Program Management Plan	$20,000.00
CONTRACT Not to Exceed	**$35,000.00**

EXHIBIT B: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for project closeout:

- A written certification from the CONSULTANT that the PROJECT was completed according to the CITY approved specifications and contract documents.
- All Project Documents and Defined Deliverables in one or more of the below formats.
    - Hard Copy
    - Word
    - PDF
    - Excel
- Hard Copy of Contract Documents:
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
- Electronic (Word) copy of the Contract Documents
- All Test Reports
- Other electronic files
- Correspondence affecting Design and/or Construction

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged businessassistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

ONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
ESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

riginal Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
	$	$	$	

istructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

BE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
OTALS		$	$	$	

HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY TY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

INT NAME: _____

GNATURE _____, _____ ___/___/____
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Cassandra Eldredge (affiant) who, being duly sworn says as follows:

Project Manager of Osprey Initiative.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as project manager for Osprey that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said project manager is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 131548 7.

Project Manager of Osprey Initiative

Sworn to and subscribed before me this the 13th day of July, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

Notary Public, Alabama State at Large
Sabrina Lynn Troutman
Expires 11/24/2025

EXHIBIT D: PROCUREMENT OF RECOVERED MATERIALS

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that

the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See § 200.322 Domestic preferences for procurements.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/11/2023

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

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

PRODUCER
Cadence Insurance
760 Howard Avenue 2nd Floor
Biloxi MS 39530

CONTACT NAME: Lisa Joiner
PHONE (A/C, No, Ext): 228-436-5038 **FAX (A/C, No):** 228-256-8908
E-MAIL ADDRESS: lisa.joiner@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED OSPRINI-01
Osprey Initiative, LLC
651 Olive Avenue
Fairhope AL 36532

COVERAGES **CERTIFICATE NUMBER:** 376240585 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	ECP203817911	5/26/2023	5/26/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			FFX204058210	5/26/2023	5/26/2024	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured/waiver of subrogation status, if indicated above, applies only where required by written contract and is subject to full policy conditions/forms.

CERTIFICATE HOLDER
City of Mobile, AL
205 Government Street
Mobile AL 36644

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

OSPRINI-01 NICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/11/2023

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

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PRODUCER License # 0C36861
San Diego-Alliant Insurance Services, Inc.
701 B St 6th Fl
San Diego, CA 92101

CONTACT NAME: Nicole Ick
PHONE (A/C, No, Ext): (619) 541-4832 FAX (A/C, No):
E-MAIL ADDRESS: Nicole.Ick@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Insurance Company	23043
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Osprey Initiative, LLC
c/o Personnel Management Inc.
242 Lynbrook Blvd
Shreveport, LA 71106

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							
	CLAIMS-MADE OCCUR						EACH OCCURRENCE	$
							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			WC5-39S-703065-023	5/18/2023	5/18/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N Y N / A						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)
Proof of WC coverage

CERTIFICATE HOLDER

City of Mobile, AL
Government Plaza
205 Government Street
Mobile, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Amy Nelson

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/11/2023

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

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PRODUCER

StateFarm

Brenda Simkins State Farm
1303 S. Market St.
Pascagoula, MS 39567

CONTACT NAME: Amanda McCarra
PHONE (A/C, No, Ext): 228-762-4822 FAX (A/C, No): 844-659-7628
E-MAIL ADDRESS: amanda@brendasimkins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Osprey Initiative,LLC
651 Olive Ave.
Fairhope, AL 36532-2833

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE ___ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY ___ PRO-JECT ___ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO							
X	OWNED AUTOS ONLY			442 2877-D01-01	04/01/2023	10/01/2023	BODILY INJURY (Per person)	$ 250,000
	HIRED AUTOS ONLY			531 8512-B17-01	02/17/2023	08/17/2023	BODILY INJURY (Per accident)	$ 500,000
	SCHEDULED AUTOS / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	UMBRELLA LIAB ___ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ___ CLAIMS-MADE						AGGREGATE	$
	DED ___ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N / N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Mobile
205 Government St.
Mobile, AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to a contract, by and between the City of Mobile and Osprey Initiative, LLC, to increase the amount of the contract to not exceed $75,000.00, and to extend the contract for an additional year through May 31, 2025, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Director Robert Lasky, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize grant application to the U.S. Department of Homeland Security (DHS) for the FY 2024 Port Security Grant Program in the amount of $891,563.71. There is a match requirement in the amount of $222,250.95, in the event this grant is received in full.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $891,563.71 **Matching Funds** $222,250.95

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	6/13/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	6/6/2024 - 1:09 PM
Legal	Kern, Chris	Approved	6/6/2024 - 1:30 PM
Legal	Kern, Chris	Approved	6/6/2024 - 1:30 PM
Mayors Office	Barber, James	Approved	6/6/2024 - 1:33 PM

31-530 2024

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), a Notice of Award and Memorandum of Agreement for grant assistance in the amount of $901,122.64 for the Department of Homeland Security's FY 2024 Port Security Grant Program.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U. S. Department of Homeland Security and any other federal agency.

BE IT FURTHER RESOLVED that the Council authorizes the expenditure of $222,250.95 in matching funds in the event this grant is received in full.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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	5/9/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/9/2024 - 1:13 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **May 14, 2024**, a public hearing will be held on the **18th** day of **June**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive from R-1, Single-Family Residential District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban District.

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

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS 4, 5, & 8, THE 10 FOOT PLANTING STRIP AND THAT PORTION OF MEDICAL PARK DRIVE LYING NORTH OF LOTS 4 & 5, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-2, Neighborhood Business Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall

be used for any use allowed in a B-2, Neighborhood Business Suburban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 18th day of June, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 22nd day of May, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **3300 Knollwood Drive and 3401 & 3421 Medical Park Drive.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS 4, 5, & 8, THE 10 FOOT PLANTING STRIP AND THAT PORTION OF MEDICAL PARK DRIVE LYING NORTH OF LOTS 4 & 5, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-2, Neighborhood Business Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

The Knollwood Place Subdivision (Kari Givens, Byrd Surveying, Inc.)
3300 Knollwood Drive and 3401 & 3421 Medical Park Drive
Council District 6
Josh Woods

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 8, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 18, 2024 considered the request of **The Knollwood Place Subdivision (Kari Givens, Byrd Surveying, Inc.)** for a change in zoning from **R-1, Single-Family Residential Suburban District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban District** for the property located at **3300 Knollwood Drive and 3401 & 3421 Medical Park Drive.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 8, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 18, 2024 considered the request of **The Knollwood Place Subdivision (Kari Givens, Byrd Surveying, Inc.)** for a change in zoning from **R-1, Single-Family Residential Suburban District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban District** for the property located at **3300 Knollwood Drive and 3401 & 3421 Medical Park Drive.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 19, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 3300 Knollwood Drive, and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
Kari Givens, Byrd Surveying, Inc.
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

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

At its meeting on April 18, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to B-2, Neighborhood Business Suburban District:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) Would adversely impact neighboring properties; or
   (4) Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of rezoning the property to B-2, Neighborhood Business Suburban District, subject to:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $311.60. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
April 2, 2024
PUBLIC HEARING NOTICE

Re: 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 18, 2024, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, April 17, 2024, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
April 2, 2024
PUBLIC HEARING NOTICE

Re: 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

Dear Property Owner(s):

This letter is to advise property owners within 300' feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, April 18, 2024, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not rezone your property.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, April 17, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 25, 2024

Kari Givens
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 3300 Knollwood Drive, and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
Kari Givens, Byrd Surveying, Inc.
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

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

At its meeting on March 21, 2024, the Planning Commission considered the above referenced application.

Due to issues regarding notifications, the Planning Commission heldover the request to the April 18th meeting.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

York, Marie

From: Pam Friedlander <pam.friedlander@precision-eng.com>
Sent: Monday, March 18, 2024 6:32 PM
To: York, Marie
Subject: Re: Knollwood/Girby SUB/REZ

You don't often get email from pam.friedlander@precision-eng.com. Learn why this is important

CAUTION: External Email

Mobile zip code 36693 is currently inundated with apartments, liter, high-speed traffic, 5 lane highways separating our neighborhoods, and a severe lack of police-presence. Mobile does not properly regulate the existing apartments. For instance take a look at these pictures of DanDale Apartments off Knollwood on Dandale Dr. They are not fit for habitation, they are an eye-sore to the neighborhood, and to the city of Mobile. Please find another zip code for multi-family housing projects.
See below for a list of apartments within a two mile radius of this proposed site:
Hunter's Point
Turtle Creek
Sandpiper
Greystone Place
61 Ninety West
The Crossings
Woodside
Mill Run
Knollwood



Pam Friedlander

On Mar 13, 2024, at 10:36 AM, PF <friedlander60@att.net> wrote:

Sent from Pam's iPhone

Begin forwarded message:

From: "York, Marie" <marie.cross@cityofmobile.org>
Date: March 12, 2024 at 2:18:06 PM CDT
To: friedlander60@att.net
Subject: Knollwood/Girby SUB/REZ

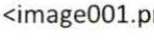
Ms. Friedlander –

Per our conversation, you can find the application documents for the proposed Subdivision here, and the application documents for the proposed Rezoning here.

As discussed, you can reply to this email with comments that you would like to Planning Commission members to consider at their March 21st meeting.

Let me know if I can be of further assistance.

Marie York
Principal Planner
Build Mobile
marie.york@cityofmobile.org
(251) 208-5895





Online Comments received for PC – March 21, 2024

Agenda #06 SUB-002855-2024

Albert Corte, III
tcorte@bellsouth.net
205 Fairhope Ave Fairhope AL 36532
2024-03-15 22:34:36
I am the applicant. We would like to request that we receive waivers for the 25 ft radius on the corner lot; leave the existing 15 ft radius. We would like a waiver on the lot width-to-depth ratio. We can make the other revisions and add notes as stated. Thank you.

Agenda #13 SUB-002858-2024 & ZON-UDC-002860-2024

Chris Touchton
ctouchton@bellsouth.net
3484 Rue Royal Mobile Al 36693
2024-03-19 17:58:43
We live directly behind Lot 1 of the above request for rezoning. We are concerned about the traffic on Girby and Knollwood. What are the plans for lot 1 that is requesting rezoning? We are not in favor of changing lot 1 from R1 to B2.

PLANNING AND ZONING
21 MAR 2024 AM9:20

Neighborhood Meeting Cover Sheet

(Please complete this cover sheet to submit with all required meeting documentation)

Date of Submittal: 3/21/2024

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

_____

_____

Neighborhood Meeting Date: 3/20/2024

Neighborhood Meeting Time: 4:00 PM

Neighborhood Meeting Location: Alta Pointe, 5750 Southlands Drive Mobile

The following documents are enclosed (place a checkmark where applicable):

- ✓ Dated photograph(s) of the posted sign(s)
- ✓ The verified address list of surrounding property owners to whom notification was provided
- ✓ A copy of the notice advertising the Neighborhood Meeting
- ✓ A sign-in sheet documenting meeting attendance
- ✓ A written summary or minutes of the meeting
- ✓ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ___ Additional documents (Describe: _____ _____)

Applicant's Name: Gerald D Byrd
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X Gerald D Byrd Date: 3/21/2024

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

PLANNING AND ZONING
21 MAR 2024 AM9:20

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

- ■ Dated Photograph(s) of the posted sign(s)
- ■ The verified address list of surrounding property owners who were notified
- ■ A sign-in sheet documenting meeting attendance
- ■ Written summary or minutes of the meeting
- ■ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   MARCH 20, 2024, AT ALTA POINTE HEALTH, 5750 SOUTHLAND DRIVE, MOBILE.

2. What information was presented at the meeting?
   GENERAL DEVELOPMENT PLANS AND USES.

3. What concerns were raised during the meeting?
   THREE ATTENDEES WANTED TO KNOW IF THE REZONING WOULD AFFECT THEIR PROPERTY.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   NONE NECESSARY.

Byrd Surveying

2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

Dear Neighbor:

The owner of the Knollwood Hospital property is proposing to rezone to allow for the construction of elderly housing. This is the same project discussed at the February 15, 2024, neighborhood meeting. The scope of the project has not changed; the purpose of this second meeting is to include a couple of neighbors mistakenly overlooked in the first mailout.

Date: March 20, 2024
Time: 4:00 p.m.
Place: Alta Pointe Health
5750 Southland Drive
Building A
Admin A Board Room
Mobile, Alabama 36693

If you cannot attend the meeting and wish to have more information, please call or email below.

Gerald D..Byrd
Byrd Surveying
251-476-5010
jerry@byrdsurveying.biz

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

USA Real Estate Services
775 N. University Blvd., Suite 150
Mobile, AL 36688

Infirmary Health System
P. O. Box 2226
Mobile, AL 36652

Melissa Ann Ezell
7400 Wilton Court
Mobile, AL 36695

Guy L.Rutledge III
4 Moulton Place
Mobile, AL 36608

Caroline Rutledge Etherton
104 Frazier Court
Mobile, AL 36607

Penny Lane LLC
370 Mountain View Lane
Springville, AL 35146

5601 Girby Road Holdings, LLC
1900 19th Place SE
Washington, DC 20020

Stephen Kahalley
4101 Lake Circle N.
Mobile, AL 36693

Julia & J. Erskine Ashbee
307 S. Georgia Avenue
Mobile, AL 36604

Burt F. Taylor
6013 Sussex Drive
Mobile, AL 36608

Edward C. Harris Jr. Family Trust
c/o Nancy G. Harris
901 Somerby Drive, Apt. 317
Mobile, AL 36695



March 13, 2024



March 13, 2024

Neighborhood Meeting

Date: MARCH 20, 2024

Time: 4:00 PM

Location of Neighborhood Meeting: ALTA POINTE
5750 SOUTHLAND DRIVE

Project Location: 3401 MEDICAL PARK DRIVE

Project/Application (e.g. Rezoning from R-1 to B-1): _____
REZONING: B2, B1 & R1 TO B2

Applicant's Signature Attesting to the Accuracy of This Sheet:

X _____ Date: 3/20/2024

Please Sign In:

Name: J.E. Ashbee Email: erkashbee@gmail.com
Address: 307 S. Georgia Ave 36604 Phone: _____

Name: Helen Ashbee Miller Email: Helen.Ashbee@gmail.com
Address: 4023 Audubon Dr E 36619 Phone: _____

Name: WINSTON HARBIN Email: WINHARBIN@GMAIL.COM
Address: 3504 PEPPER RIDGE Phone: 251-209-2188
MOB, AL 36693

Name: Stephen A. Kahalley, MD Email: Skahalle@gmail.com
Address: 4101 Lake Cir N Phone: 251.455.6110
Mobile, AL 36693

MINUTES OF MARCH 20, 2024, NEIGHBORHOOD MEETING

FOR: REZONE LOT 2, THE KNOLLWOOD PLACE

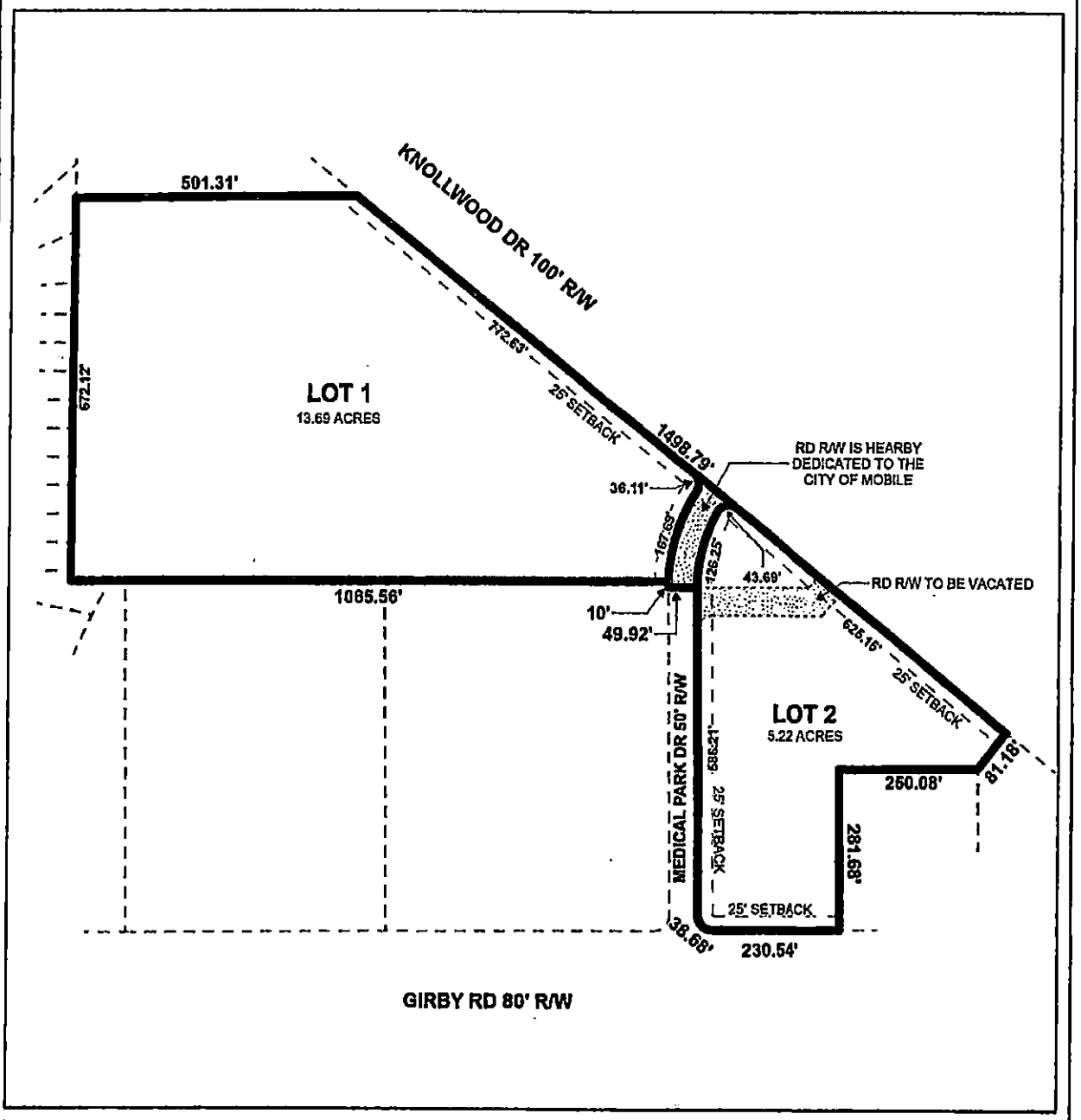
THE MEETING BEGAN AT 4:05 P.M. WITH FOUR NEIGHBORS IN ATTENDANCE. THE PRESENTATION AND DISCUSSION INCLUDED THE FOLLOWING:

1. I EXPLAINED THEY WOULD RECEIVE A NOTICE OF THE SUBDIVISION OF THE PROPERTY AS WELL AS A NOTICE OF THE REZONING OF LOT 2. ONE OF THE EXHIBITS WAS THE SUBDIVISION PLAT.
2. I EXPLAINED THE PROPOSED DEVELOPMENT BEING A 56 UNIT, THREE STORY APARTMENT BUILDING FOR INDEPENDENT SENIOR CITIZENS (MINIMUM AGE OF 62). EACH UNIT WILL BE EQUIPPED WITH KITCHEN APPLIANCES AND WASHER/DRYER.
3. THREE OF THE FOUR ATTENDEES ARE OWNERS IN THE PROPERTY LOCATED AT 3403 GIRBY ROAD, WHICH IS ADJACENT TO THE PROPERTY BEING REZONED. THEY DID NOT HAVE OBJECTIONS TO THE REZONING BUT WERE INTERESTED IF IT WOULD AFFECT THE STATUS OF THEIR PROPERTY. I EXPLAINED THIS APPLICATION WOULD NOT AFFECT THEM IN ANY WAY AND THEY WERE ONLY NOTIFIED BECAUSE THEY WERE AN ADJACENT OWNER.

BEING NO FURTHER DISCUSSION, THE MEETING WAS ADJOURNED AT 4:35 P.M.

GERALD D. BYRD
BYRD SURVEING
2609 HALLS MILL ROAD
MOBILE, AL 36606
251-476-5010

SITE PLAN



APPLICATION NUMBER 13 DATE March 21, 2024

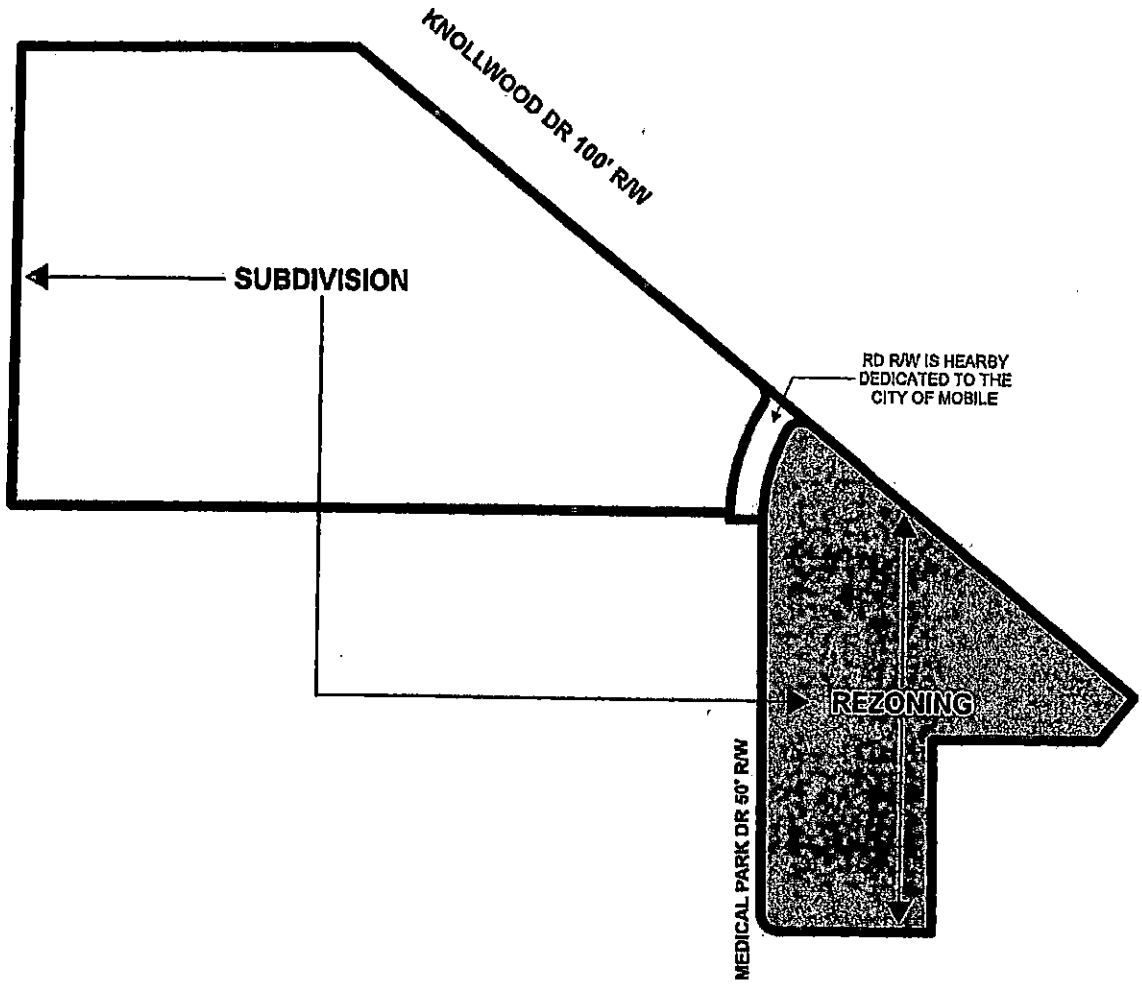
APPLICANT The Knollwood Place Subdivision

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

N

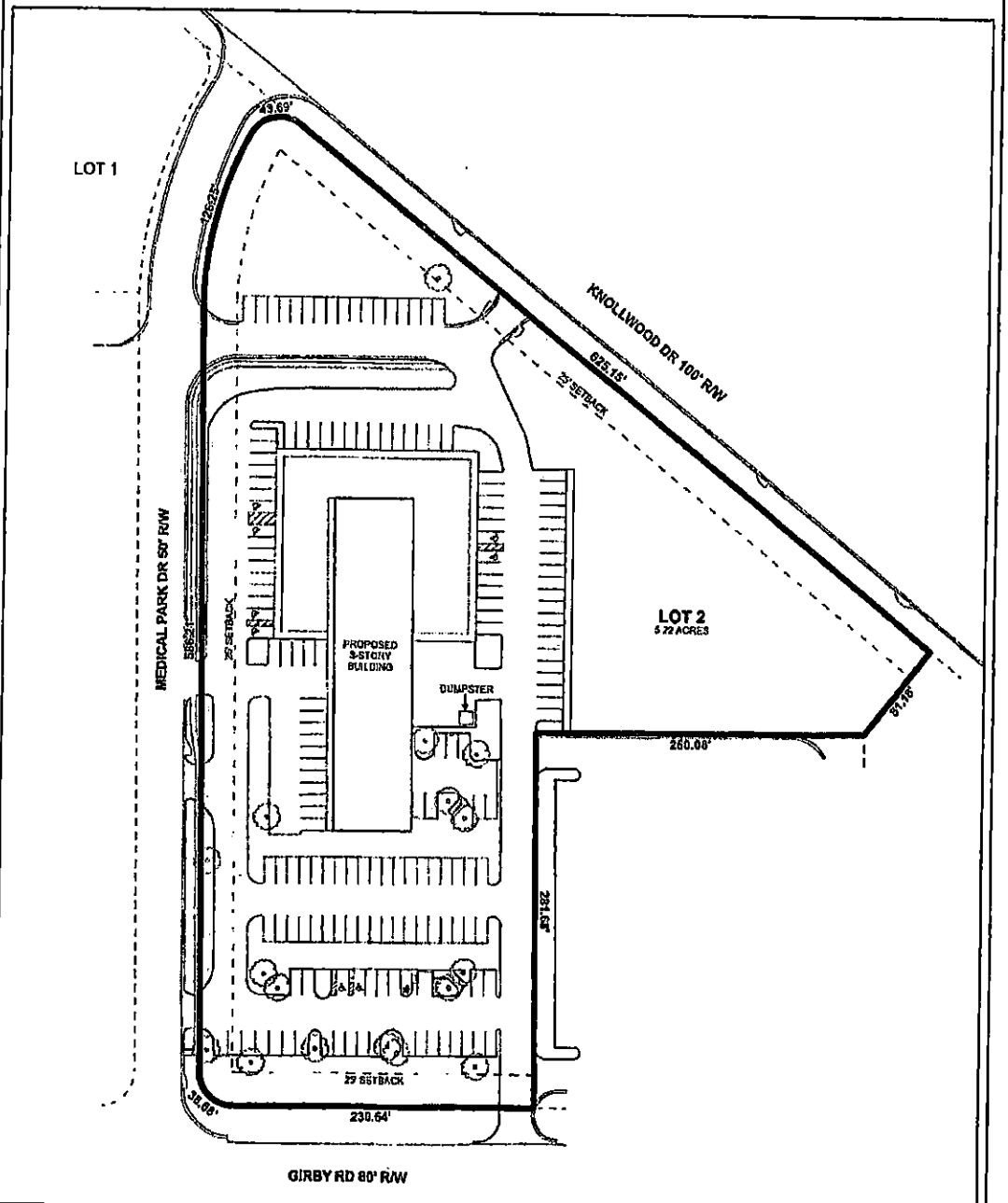
NTS

DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE March 21, 2024	N
APPLICANT The Knollwood Place Subdivision	
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2	NTS

SITE PLAN



The site plan illustrates the proposed building and parking areas.

APPLICATION NUMBER	13	DATE	March 21, 2024
APPLICANT	The Knollwood Place Subdivision		
REQUEST	Subdivision, Rezoning from B-1, B-1, and B-2 to B-2		

N

NTS

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

USA Real Estate Services
775 N. University Blvd., Suite 150
Mobile, AL 36688

Infirmary Health System
P. O. Box 2226
Mobile, AL 36652

Melissa Ann Ezell
7400 Wilton Court
Mobile, AL 36695

Guy L.Rutledge III
4 Moulton Place
Mobile, AL 36608

Caroline Rutledge Etherton
104 Frazier Court
Mobile, AL 36607

Penny Lane LLC
370 Mountain View Lane
Springville, AL 35146

5601 Girby Road Holdings, LLC
1900 19th Place SE
Washington, DC 20020

Stephen Kahalley
4101 Lake Circle N.
Mobile, AL 36693

Julia & J. Erskine Ashbee
307 S. Georgia Avenue
Mobile, AL 36604

Burt F. Taylor
6013 Sussex Drive
Mobile, AL 36608

Edward C. Harris Jr. Family Trust
c/o Nancy G. Harris
901 Somerby Drive, Apt. 317
Mobile, AL 36695

REVISED

MOBILE CITY PLANNING COMMISSION
February 27, 2024
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, March 21, 2024, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, March 20, 2024, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
February 27, 2024
PUBLIC HEARING NOTICE

Re: 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

Dear Property Owner(s):

This letter is to advise property owners within 300' feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, March 21, 2024, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, March 20, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** — Checklist A

■ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B

☐ **Planned Development** — Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

	Owner	Design Professional
Name:	GK LAND HOLDINGS, LLC	
Firm:		
Phone:	251-454-8742	
Email:		
Address:	1 SOUTHERNWAY, MOBILE, AL 36619	

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

3401 & 3421 MEDICAL PARK DRIVE
Property Address

5.22 ACRES
Property Area (acres or square feet)

kEY #01096101, 01704944, 01096110, PART OF 01470544
Parcel Number(s) or Key Number(s)

B-1, B-1, R-1
Present Zoning or Transect District

B-2
Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ■ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Clarence N. Ball III
Owner Signature

2-15-24
Date

Kari P. Given
Applicant or Agent Signature (if applicable)

2/19/24
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Kari P. Given
Applicant or Agent Signature

2/19/24
Date

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ Neighborhood Meeting documentation
- ■ Boundary Plan
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   SIXTY-FIVE PERCENT OF THIS SITE WAS DEVELOPED AND SHOULD COORDINATE WITH THE COMPREHENSIVE PLAN, MAP OF MOBILE.

   TRADITIONAL CENTER — Future Land Use Map (FLUM) Designation

   B-2 — Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.
   THIS PROPOSAL IS TO PROVIDE HOUSING FOR THE INDEPENDENT ELDERLY PROPULATION.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   THERE IS A PENDING STREET VACATION AND PROPOSED STREET DEDICATION (SEE COMPANION APPLICATION "THE KNOLLWOOD PLACE") WHICH CREATES THREE ZONING CLASSIFICATIONS ON THIS SITE. THE EXISTING BUSINESSES HAVE RELOCATED AND THE BUILDINGS HAVE BEEN REMOVED FOR FUTURE DEVELOPMENT.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   THIS PROPERTY WAS DEVELOPED AS MEDICAL OFFICES THAT WOULD SUPPORT A HOSPITAL LOCATED ON ADJACENT PROPERTY. ALL OF THE BUILDINGS HAVE BEEN REMOVED.

2. Describe the surrounding land uses.
   THEY ARE ZONED R-1, B-1, AND B-2.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THERE SHOULD BE NO ADVERSE AFFECTS ON THE NEIGHBORHOOD PROPERTIES.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   THERE IS ADEQUATE INFRASTRUCTURE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THIS PROPOSAL IS TO PROVIDE HOUSING FOR THE INDEPENDENT ELDERLY POPULATION.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

NO CHANGES PROPOSED.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

- ■ Dated Photograph(s) of the posted sign(s)
- ■ The verified address list of surrounding property owners who were notified
- ■ A sign-in sheet documenting meeting attendance
- ■ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   FEBRUARY 15, 2024 AT ALTA POINTE HEALTH, 5750 SOUTHLAND DRIVE, MOBILE

2. What information was presented at the meeting?
   GENERAL DEVELOPMENT PLANS AND USES.

3. What concerns were raised during the meeting?
   WHY REZONING IS NECESSARY, DEDICATION OF MEDICAL PARK DRIVE, GENERAL QUESTIONS CONCERNING NUMBER OF UNITS AND MINIMUM AGE OF RESIDENTS, AND THE TWO LOT SUBDIVISION "THE KNOLLWOOD PLACE".

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   NONE NECESSARY

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Given Date: 1/31/24

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone:	251-476-5010 Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Clarence N. Ball III Date: 2-15-24

Type name:	GK LAND HOLDINGS, LLC
Business Name:	
Address:	1 SOUTHERNWAY
City, State, Zip Code:	MOBILE, AL 36619
Telephone:	251-454-8742 Email:

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION or BOARD OF ZONING ADJUSTMENTS

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission or Board of Zoning Adjustment application, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Signature: Clarence N. Ball III Date: 2-15-24

Type name: CLARENCE N BALL JR

ITS: MANAGER

Use additional pages / copies of this form as needed.

P & Z - December 2017

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Given Date: 1/31/24

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone:	251-476-5010 Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Clarence N. Ball III, Manager Date: 2-15-24

Type name:	GK LAND HOLDINGS, LLC
Business Name:	
Address:	1 SOUTHERNWAY
City, State, Zip Code:	MOBILE, AL 36619
Telephone:	251-454-8742 Email:

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Signature: Clarence N. Ball III Date: 2-15-24

Type name: CLARENCE N BALL JR
ITS: MANAGER

Use additional pages / copies of this form as needed.

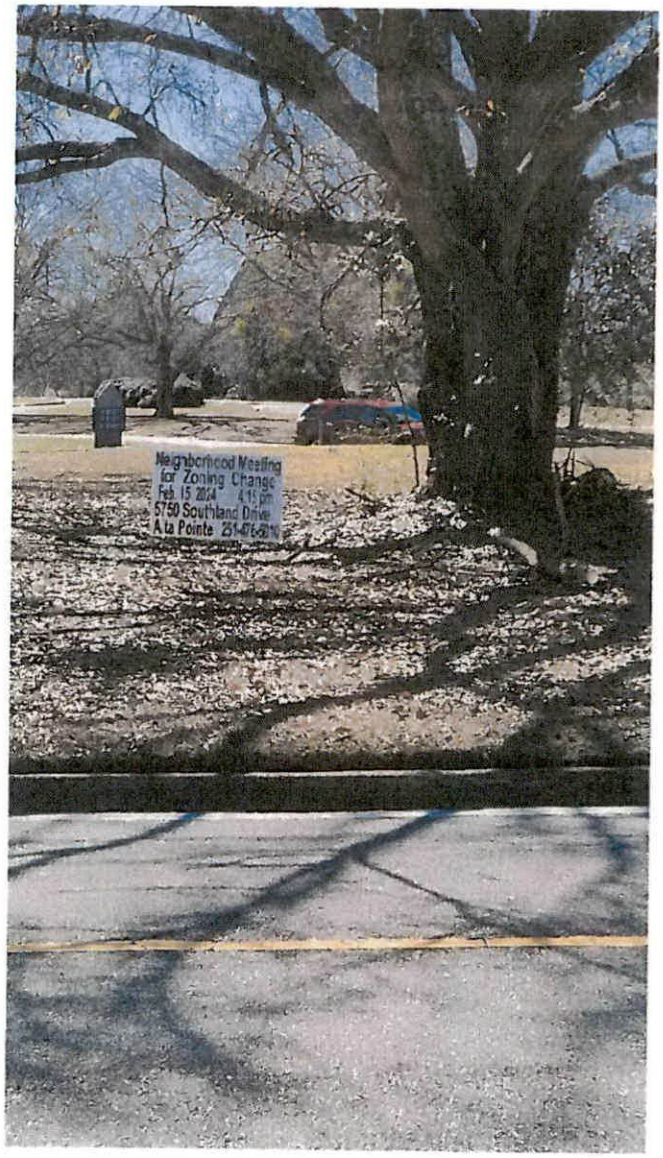
P & Z - December 2017

DESCRIPTION AND JUSTIFICATION FOR REZONING APPLICATION FOR
LOT 2 OF PROPOSED "THE KNOLLWOOD PLACE"

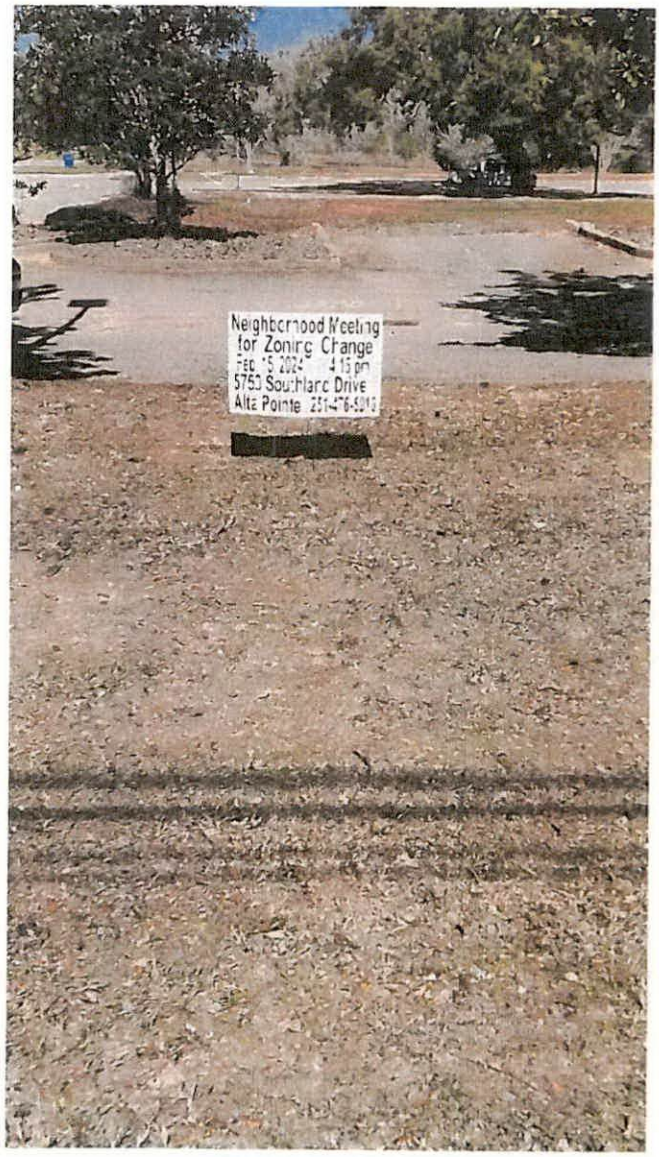
WE HAVE SUBMITTED A COMPANION APPLICATION FOR A SUBDIVISION THAT CREATES A 5.22 ACRE LOT WITH THREE ZONING CLASSIFICATIONS. PART OF THE PROPERTY WAS PREVIOUSLY DEVELOPED WITH TWO MEDICAL OFFICE BUILDINGS THAT HAVE BEEN REMOVED. THE OWNER IS PLANNING TO CONSTRUCT A THREE-STORY BUILDING WITH 56 APARTMENTS FOR INDEPENDENT ELDERLY HOUSING. THE 56 APARTMENTS WILL BE A MIXTURE OF ONE BEDROOM AND TWO BEDROOM HOUSING UNITS AND THE MINIMUM AGE OF A RESIDENT WILL BE 62 YEARS OLD.

THERE ARE TWO CONDITIONS NECESSITATING THE REZONING WHICH ARE CHANGING CONDITIONS IN THE AREA AND SUBDIVISION OF LAND. THE HOSPITAL THAT WAS LOCATED ADJACENT TO THIS SITE CLOSED AND THE PHYSICIANS AND MEDICAL TECHNICIANS THAT OCCUPIED THE MEDICAL OFFICES MOVED TO BE NEAR OTHER HOSPITALS. AS MENTIONED BEFORE, A SUBDIVISION WILL CREATE A LOT WITH THREE CLASSIFICATIONS WHEN ONLY ONE CLASSIFICATION IS ALLOWED.

THE PROPERTY ADJOINING OUR EAST LINE IS ZONED B-2 AND ACROSS GIRBY ROAD IS ZONED B-2. THE PROPERTY TO THE WEST, ACROSS MEDICAL PARK DRIVE, IS ZONED B-1 AND ACROSS KNOLLWOOD DRIVE THE PROPERTY IS ZONED B-1. THE DEVELOPMENT OF ELDERLY HOUSING SHOULD NOT HAVE AN ADVERSE AFFECT ON THE SURROUNDING PROPERTIES.



KNOLLWOOD DRIVE


Neighborhood Meeting
for Zoning Change
5753 Southlake Drive

GIRBY ROAD

Byrd Surveying

2609 Halls Mill Road ◦ Mobile, Alabama 36606
251-476-5010

Dear Neighbor:

The owner of the Knollwood Hospital property is proposing to rezone to allow for the construction of elderly housing. You are invited to a meeting for further information.

Date: February 15, 2024
Time: 4:15 p.m.
Place: Alta Pointe Health
5750 Southland Drive
Building A
Admin A Board Room
Mobile, Alabama 36693

If you cannot attend the meeting and wish to have more information, please call or email below.

Gerald D. Byrd
Byrd Surveying
251-476-5010
jerry@byrdsurveying.biz

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

USA Real Estate Services
775 N. University Blvd., Suite 150
Mobile, AL 36688

Infirmary Health System
P. O. Box 2226
Mobile, AL 36652

Melissa Ann Ezell
7400 Wilton Court
Mobile, AL 36695

Guy L.Rutledge III
4 Moulton Place
Mobile, AL 36608

Caroline Rutledge Etherton
104 Frazier Court
Mobile, AL 36607

Penny Lane LLC
370 Mountain View Lane
Springville, AL 35146

5601 Girby Road Holdings, LLC
1900 19th Place SE
Washington, DC 20020

Neighborhood meeting for The Knollwood Place
Alta Pointe
5750 Southland Drive
Mobile, Ala

February ~~14~~ 15, 2024 4:15 pm

Name	Address	Phone
Phyllis Bullock	3440 Rue Royal Rd	251-604-4186
Bill Bullock	"	"

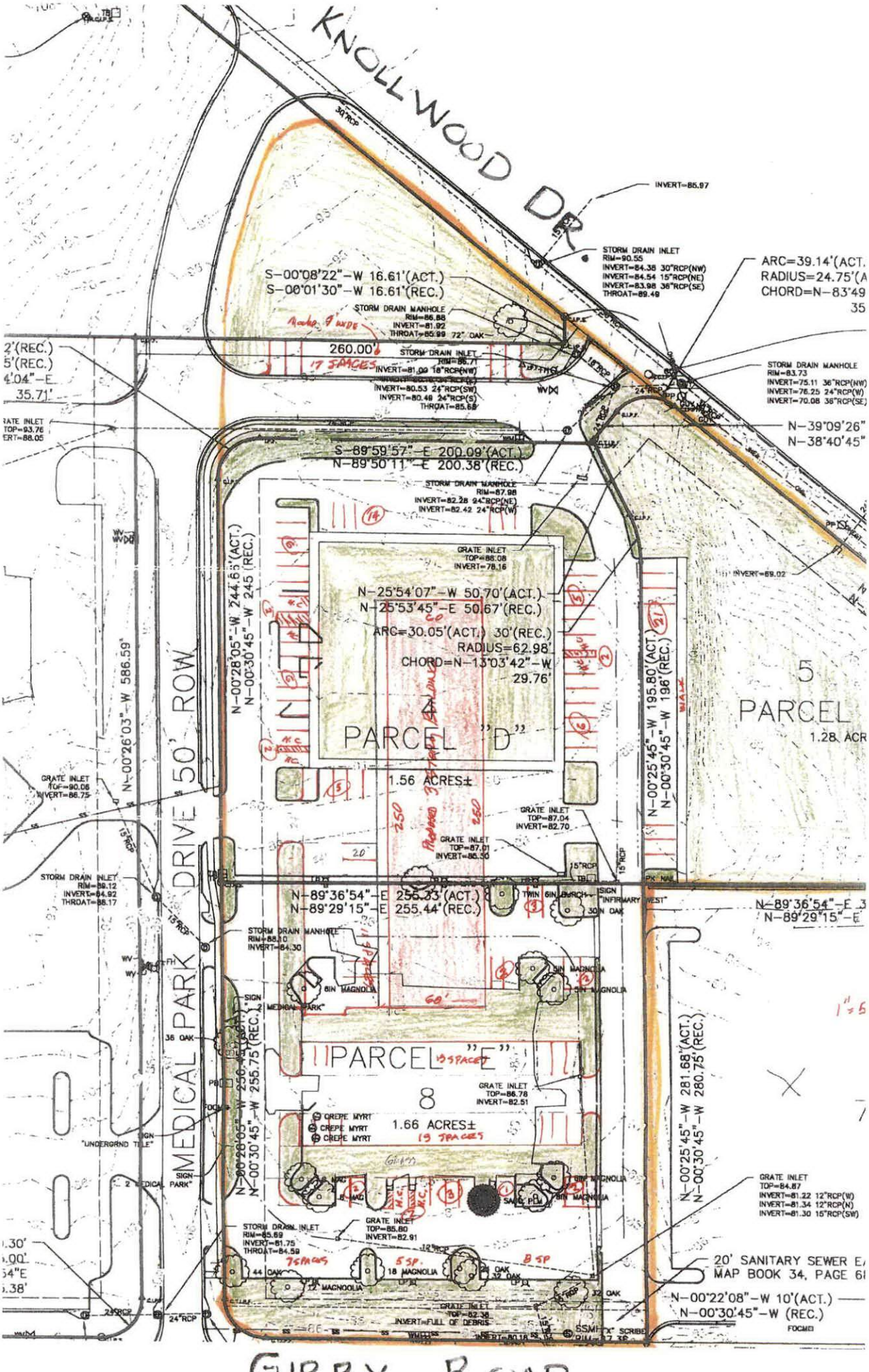
MINUTES OF NEIGHBORHOOD MEETING ON FEBRUARY 15, 2024

AT THE ADVERTISED MEETING TIME OF 4:15 P.M., MR. BILL BULLOCK AND HIS WIFE PHYLLIS BULLOCK WERE THE ONLY PEOPLE IN ATTENDANCE. THEY WERE EXPECTING OTHERS SO WE WAITED 10 MINUTES TO BEGIN, BUT NONE ARRIVED. I PRESENTED THE PROPOSED DEVELOPMENT AND THEN WE DISCUSSED THE FOLLOWING TOPICS:

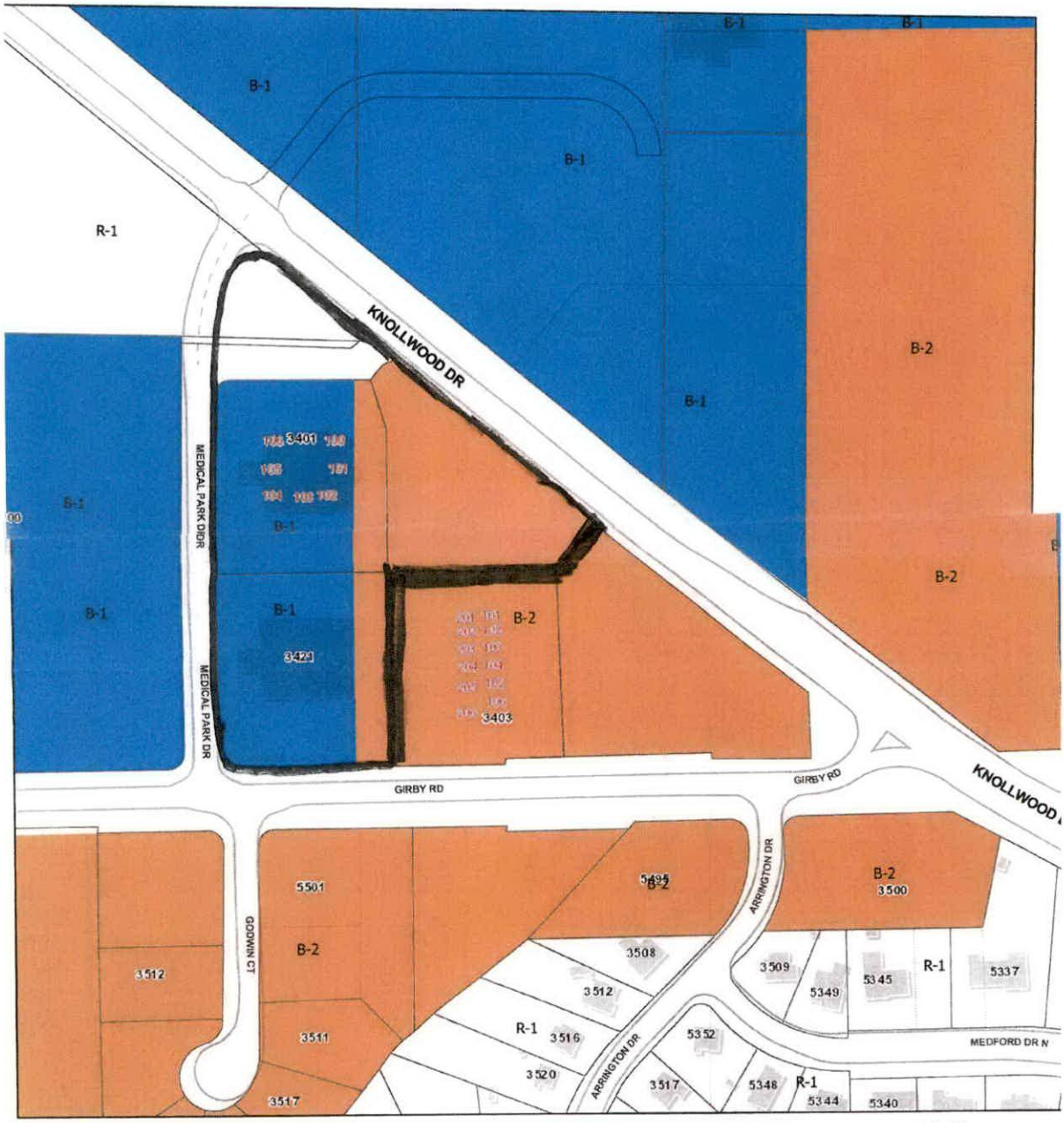
1. WHY IS REZONING NECESSARY
2. DEDICATION OF MEDICAL PARK DRIVE
3. GENERAL QUESTIONS CONCERNING NUMBER OF UNITS, MINIMUM AGE OF RESIDENTS
4. THE TWO LOT SUBDIVISION APPLICATION "THE KNOLLWOOD PLACE"

WITH NO OTHER QUESTIONS, I ADJOURNED THE MEETING AT 5:00 P.M.

GERALD D. BYRD
BYRD SURVEYING
2609 HALLS MILL ROAD
MOBILE, AL 36606
251-476-5010


KNOLLWOOD DR
MEDICAL PARK DRIVE 50' ROW
PARCEL "D"
1.56 ACRES±
PARCEL "E"
1.66 ACRES±
8
PARCEL
1.28 ACR
S-00°08'22"-W 16.61'(ACT.)
S-00°01'30"-W 16.61'(REC.)
260.00'
17 SPACES
S-89°59'57"-E 200.09'(ACT.)
N-89°50'11"-E 200.38'(REC.)
N-25°54'07"-W 50.70'(ACT.)
N-25°53'45"-E 50.67'(REC.)
ARC=30.05'(ACT.) 30'(REC.)
RADIUS=62.98'
CHORD=N-13°03'42"-W
29.76'
N-00°28'05"-W 244.63'(ACT.)
N-00°30'45"-W 245'(REC.)
N-00°26'03"-W 586.59'
N-00°25'45"-W 195.80'(ACT.)
N-00°30'45"-W 196'(REC.)
N-89°36'54"-E 256.33'(ACT.)
N-89°29'15"-E 255.44'(REC.)
N-00°28'05"-W 256.43'(ACT.)
N-00°30'45"-W 255.75'(REC.)
N-00°25'45"-W 281.68'(ACT.)
N-00°30'45"-W 280.75'(REC.)
N-00°22'08"-W 10'(ACT.)
N-00°30'45"-W (REC.)
20' SANITARY SEWER E
MAP BOOK 34, PAGE 6
N-39°09'26"
N-38°40'45"
INVERT=85.97
STORM DRAIN INLET
RIM=90.55
INVERT=84.38 30"RCP(NW)
INVERT=84.54 15"RCP(NE)
INVERT=83.98 36"RCP(SE)
THROAT=89.49
ARC=39.14'(ACT.
RADIUS=24.75'(A
CHORD=N-83°49
35
STORM DRAIN MANHOLE
RIM=86.88
INVERT=81.92
THROAT=85.99 72" OAK
STORM DRAIN INLET
RIM=86.71
INVERT=81.09 18"RCP(NW)
INVERT=80.53 24"RCP(SW)
INVERT=80.48 24"RCP(S)
THROAT=85.69
STORM DRAIN MANHOLE
RIM=83.73
INVERT=75.11 36"RCP(NW)
INVERT=76.25 24"RCP(W)
INVERT=70.08 36"RCP(SE)
STORM DRAIN MANHOLE
RIM=87.98
INVERT=82.28 24"RCP(NE)
INVERT=82.42 24"RCP(W)
GRATE INLET
TOP=86.08
INVERT=78.16
INVERT=89.02
GRATE INLET
TOP=87.04
INVERT=82.70
GRATE INLET
TOP=87.01
INVERT=86.30
GRATE INLET
TOP=90.06
INVERT=86.75
STORM DRAIN INLET
RIM=89.12
INVERT=84.92
THROAT=88.17
STORM DRAIN MANHOLE
RIM=88.10
INVERT=84.30
GRATE INLET
TOP=86.78
INVERT=82.51
GRATE INLET
TOP=85.80
INVERT=82.91
STORM DRAIN INLET
RIM=85.69
INVERT=81.75
THROAT=84.59
GRATE INLET
TOP=84.87
INVERT=81.22 12"RCP(W)
INVERT=81.34 12"RCP(N)
INVERT=81.30 15"RCP(SW)
GRATE INLET
TOP=82.38
INVERT=FULL OF DEBRIS
SSMH "X" SCRIBE
RIM=77.36
TWIN 6IN BIRCH
30IN OAK
6IN MAGNOLIA
6IN MAGNOLIA
SIGN "INFIRMARY WEST"
SIGN "MEDICAL PARK"
SIGN "UNDERGRND TILE"
SIGN "MEDICAL PARK"
CREPE MYRT
CREPE MYRT
CREPE MYRT
36 OAK
44 OAK
18 MAGNOLIA
12 MAGNOLIA
32 OAK
32 OAK
15"RCP
18"RCP
24"RCP
30"RCP
60'
75 SPACES
5 SP.
8 SP.
GIRBY ROAD

Zoning Web Map



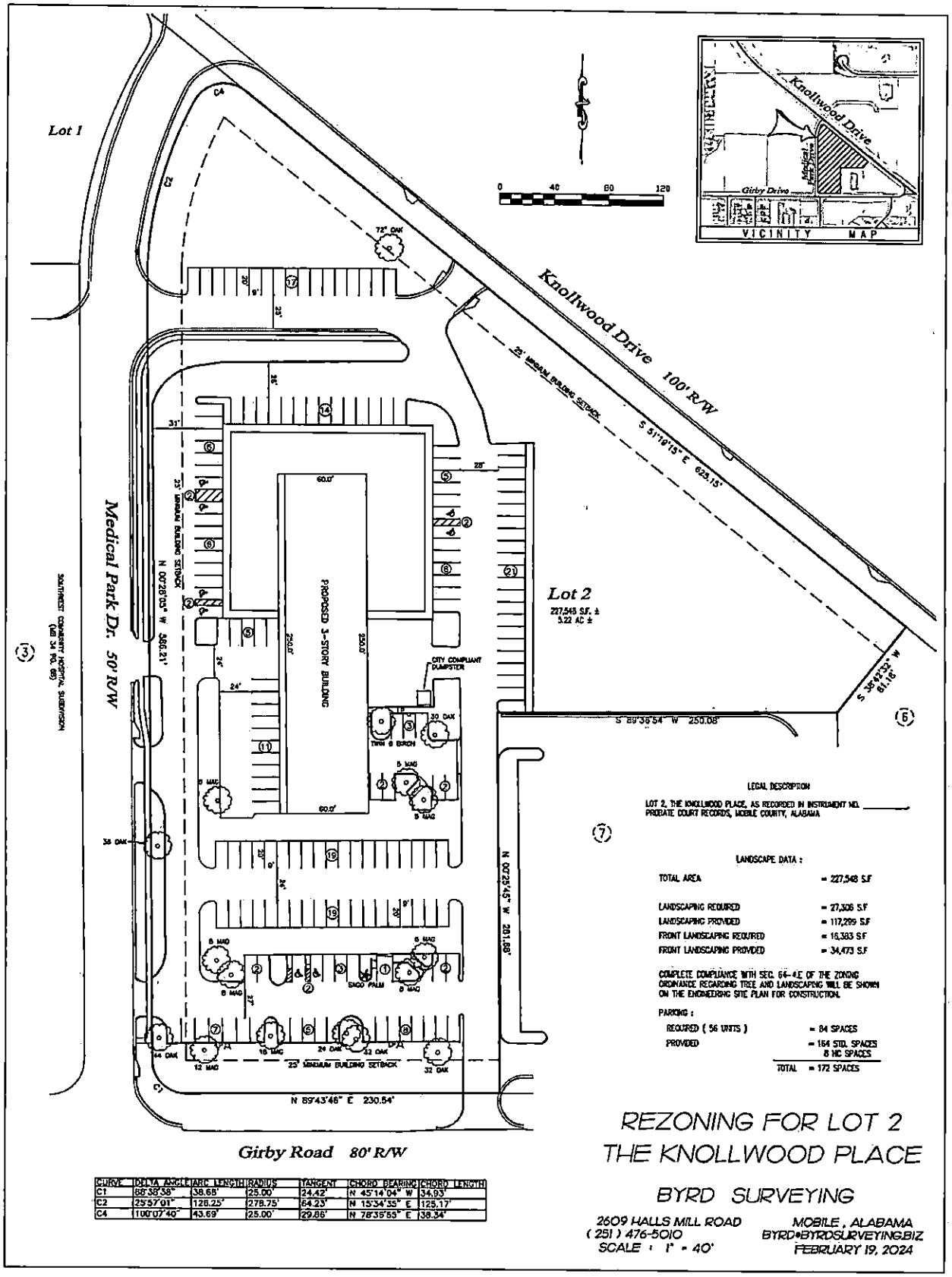
2/15/2024, 12:54:00 PM

1:2,184

0 0.01 0.03 0.06 m

0 0.03 0.05 0.1

City of Mobile GIS Department



CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
C1	88°36'58"	38.68'	25.00'	24.42'	N 45°14'04" W	34.93'
C2	25°57'01"	126.25'	278.75'	64.23'	N 15°34'35" E	125.17'
C4	100°07'40"	43.69'	25.00'	29.86'	N 78°35'55" E	38.34'

LEGAL DESCRIPTION

LOT 2, THE KNOLLWOOD PLACE, AS RECORDED IN INSTRUMENT NO. _____, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

LANDSCAPE DATA :

TOTAL AREA	= 227,548 S.F
LANDSCAPING REQUIRED	= 27,308 S.F
LANDSCAPING PROVIDED	= 117,299 S.F
FRONT LANDSCAPING REQUIRED	= 16,383 S.F
FRONT LANDSCAPING PROVIDED	= 34,473 S.F

COMPLETE COMPLIANCE WITH SEC. 64-4.E OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE ENGINEERING SITE PLAN FOR CONSTRUCTION.

PARKING :

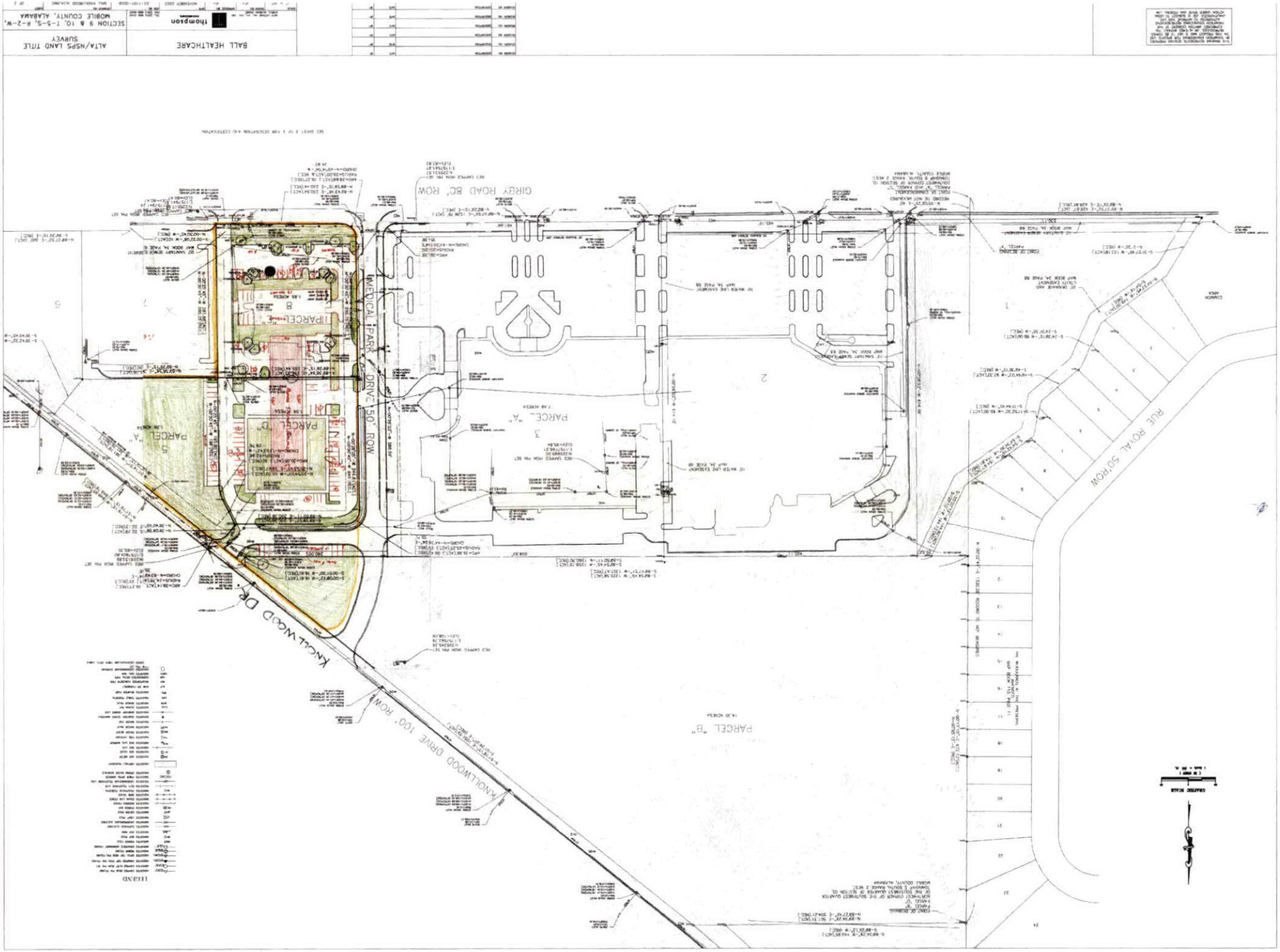
REQUIRED (56 UNITS)	= 84 SPACES
PROVIDED	= 164 STD. SPACES 8 HC SPACES
TOTAL	= 172 SPACES

REZONING FOR LOT 2 THE KNOLLWOOD PLACE

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 40'

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
FEBRUARY 19, 2024


BALL HEALTHCARE
ALTA/NSPS LAND TITLE SURVEY
SECTION 9 & 10, T-5-S, R-2-W,
MOBILE COUNTY, ALABAMA
GIRLY ROAD 80' ROW
MEDICAL PARK DRIVE 50' ROW
KNOLLWOOD DR.
KNOLLWOOD DRIVE 100' ROW
RUE ROYAL 50' ROW
PARCEL "A"
PARCEL "B"
PARCEL "C"
PARCEL "D"

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

USA Real Estate Services
775 N. University Blvd., Suite 150
Mobile, AL 36688

Infirmary Health System
P. O. Box 2226
Mobile, AL 36652

Melissa Ann Ezell
7400 Wilton Court
Mobile, AL 36695

Guy L.Rutledge III
4 Moulton Place
Mobile, AL 36608

Caroline Rutledge Etherton
104 Frazier Court
Mobile, AL 36607

Penny Lane LLC
370 Mountain View Lane
Springville, AL 35146

5601 Girby Road Holdings, LLC
1900 19th Place SE
Washington, DC 20020

Agenda Item # 4 - HOLDOVER

SUB-002858-2024 & ZON-UDC-002860-2024

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
3300 Knollwood Drive, and 3401 & 3421 Medical Park Drive

Subdivision Name:
The Knollwood Place Subdivision

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owner:
GK Land Holdings, LLC

Current Zoning:
R-1, Single-Family Residential Suburban District; B-1, Buffer Business Suburban District; and B-2, Neighborhood Business Suburban District

Proposed Zoning:
B-2, Neighborhood Business Suburban District

Future Land Use:
Traditional Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create two (2) legal lots of record;
- Rezoning from R-1, B-1, and B-2 to B-2 (proposed Lot 2 only)
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision approval with ten (10) conditions.
2. Rezoning with three (3) conditions.

Report Contents: **Page**

Context Map 2
Holdover Comments 3
Holdover Considerations 5
Staff Comments 7
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by medical facilities, residential units and vacant land.

APPLICATION NUMBER 4 DATE April 18, 2024

APPLICANT The Knollwood Place Subdivision

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

N

NTS

HOLDOVER COMMENTS – APRIL 18th

The application was heldover by the Planning Commission at its March 21st meeting, as it was determined there were issues regarding the required notifications. As such, the applicant was required to have an additional neighborhood meeting in addition to the holdover. The applicant has submitted documentation regarding an additional neighborhood meeting held on March 20th, where compliant notice was provided.

Site History

While the majority of the subject site has not been before the Planning Commission or Board of Zoning Adjustment previously, most of the currently proposed Lot 2 was part of the Southwest Community Hospital Subdivision, which was approved by the Planning Commission at its April 1, 1981 meeting and later recorded in Probate Court.

Engineering Comments:

SUBDIVISION

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

NOTE: The proposed public ROW will need to be constructed, inspected by the City, and accepted for public maintenance by the City Council prior to receiving FINAL PLAT signature by the City Engineer.

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide a written description for the PROPOSED subdivision boundary.
C. Show the recording information for the vacated ROW.
D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #85) LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE AND LOT 2 – 62,000 sf.
E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

REZONING

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The applicant proposes to create two (2) new lots of record from three (3) existing lots of and a single metes-and-bounds parcel. The subject site is served by public water and sanitary services.

Both proposed lots would exceed the minimum area requirements of the Subdivision Regulations and the Unified Development Code for the respective zoning districts. If approved, the lot size labels in both square feet and acres should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information.

The site has frontage on Knollwood Drive, Girby Road, Medical Park Drive (a portion of which is a private street), and an unopened right-of-way. Knollwood Drive and Girby Road are both major collectors on the Major Street Plan, and as such, should have a minimum right-of-way width of 100-feet. Knollwood Drive has an existing compliant right-of-way, making no dedications necessary. Girby Road is shown as having an existing 80-foot wide right-of-way, which matches what the Planning Commission approved as part of the Southwest Community Hospital Subdivision in 1981 for the applicable "collector street" standard of the time, therefore; it may be appropriate to waive Section 6.B.9. of the Subdivision Regulations. The preliminary plat depicts the existing private street segment of Medical Park Drive as being dedicated to the City of Mobile through this Subdivision application. The plat also states that a portion of the existing right-of-way of Medical Park Drive will be vacated. If approved, the right-of-way dedication process should be complete prior to Planning & Zoning staff signing the Final Plat.

As on the preliminary plat the 25-foot minimum building setback line along all streets should be retained on the Final Plat, if approved.

As proposed, Lot 2 would incorporate Lots 4 and 8 of the Southwest Community Hospital Subdivision (zoned B-1), with Lot 5 of the Southwest Community Hospital Subdivision (zoned B-2), and a portion of a metes-and-bounds parcel to the North (zoned R-1); therefore, the proposed rezoning for proposed Lot 2 should be completed to eliminate split zoning before the Final Plat is signed.

It should also be noted that a sidewalk will be required along all public street frontages, or a Sidewalk Waiver obtained.

Rezoning

With the proposed subdivision, a split-zoned situation would occur for proposed Lot 2. In order to eliminate split zoning, the applicant proposes to rezone the proposed Lot 2 from R-1, B-1, and B-2 to B-2. The proposed B-2 classification would allow for the proposed use as elderly housing; however, the use is also allowed by-right in an R-3 or B-1 district. The Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

HOLDOVER CONSIDERATIONS – APRIL 18th

Subdivision

Standards of Review:

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

Considerations:

Based on the preceding, and with a waiver of Section 6.B.9. of the Subdivision Regulations (for the Girby Road right-of-way), if the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Completion of the right-of-way vacation process prior to the signing of the Final Plat;
2. Completion of the Rezoning process for proposed Lot 2 prior to signing the Final Plat;
3. Retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4. Retention of the right-of-way width of all streets on the Final Plat;
5. Retention of the 25-foot minimum building setback line along all streets;
6. Provision of a sidewalk along all public street frontages at the time of development, or submission of a Sidewalk Waiver;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

Rezoning

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C) Compatibility. Whether the proposed amendment is compatible with:

(1) The current development trends, if any, in the vicinity of the subject property;
(2) Surrounding land uses;
(3) Would adversely impact neighboring properties; or
(4) Cause a loss in property values.

D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

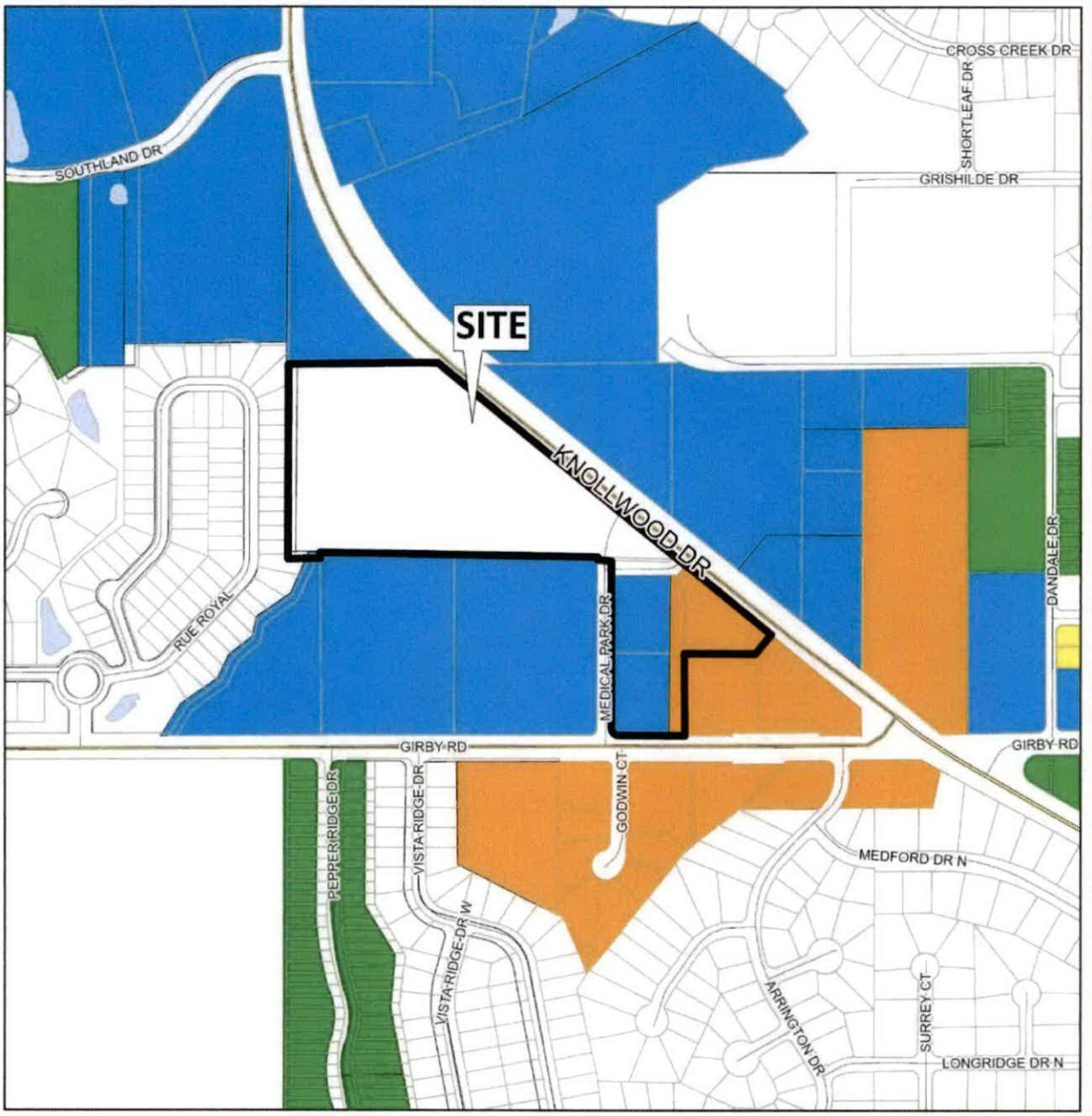
If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

STAFF COMMENTS – MARCH 21st

Due to issues regarding notifications, these applications must be heldover until the April 18th meeting.

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE April 18, 2024

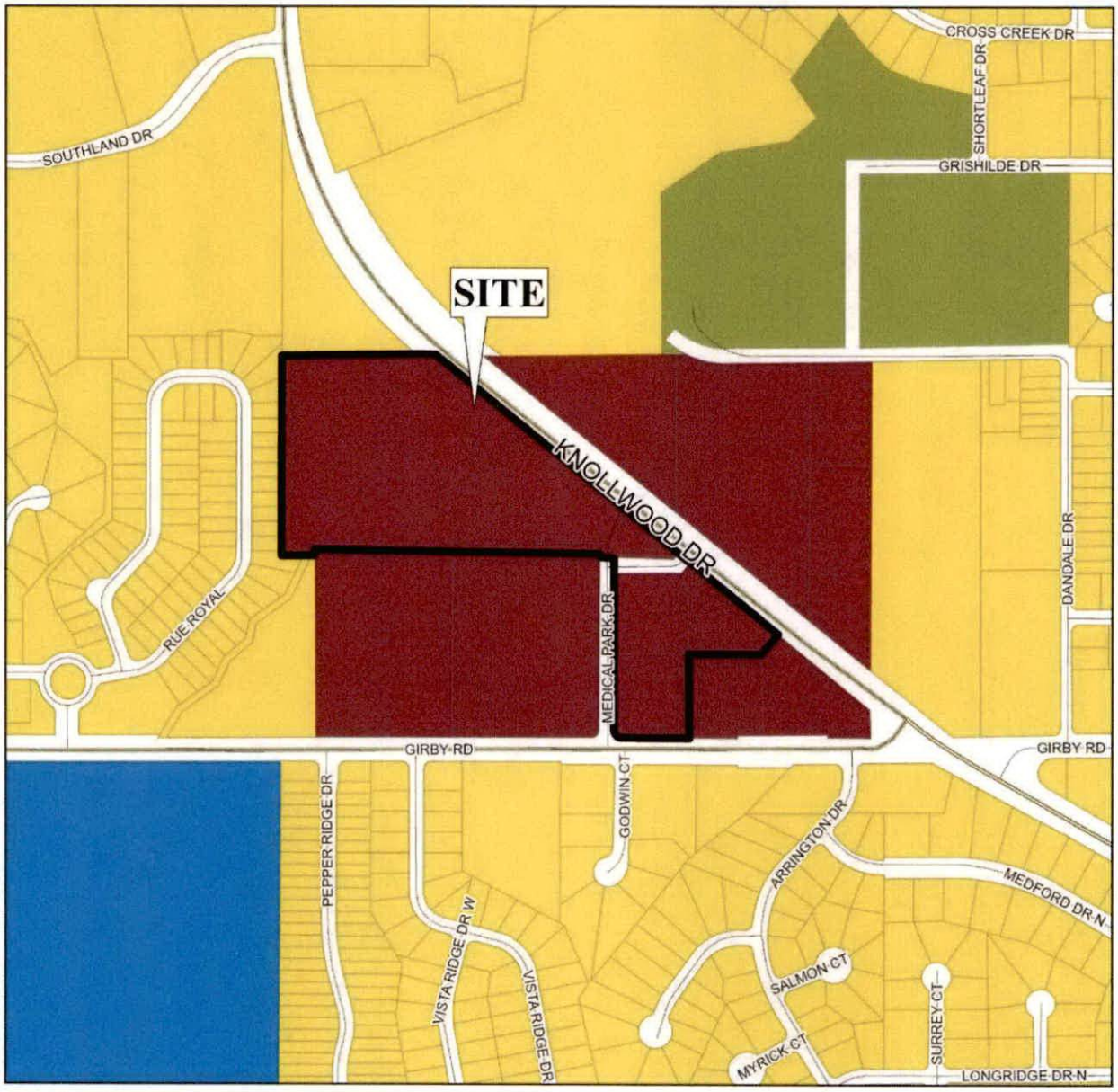
APPLICANT The Knollwood Place Subdivision

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE April 18, 2024

APPLICANT The Knollwood Place Subdivision

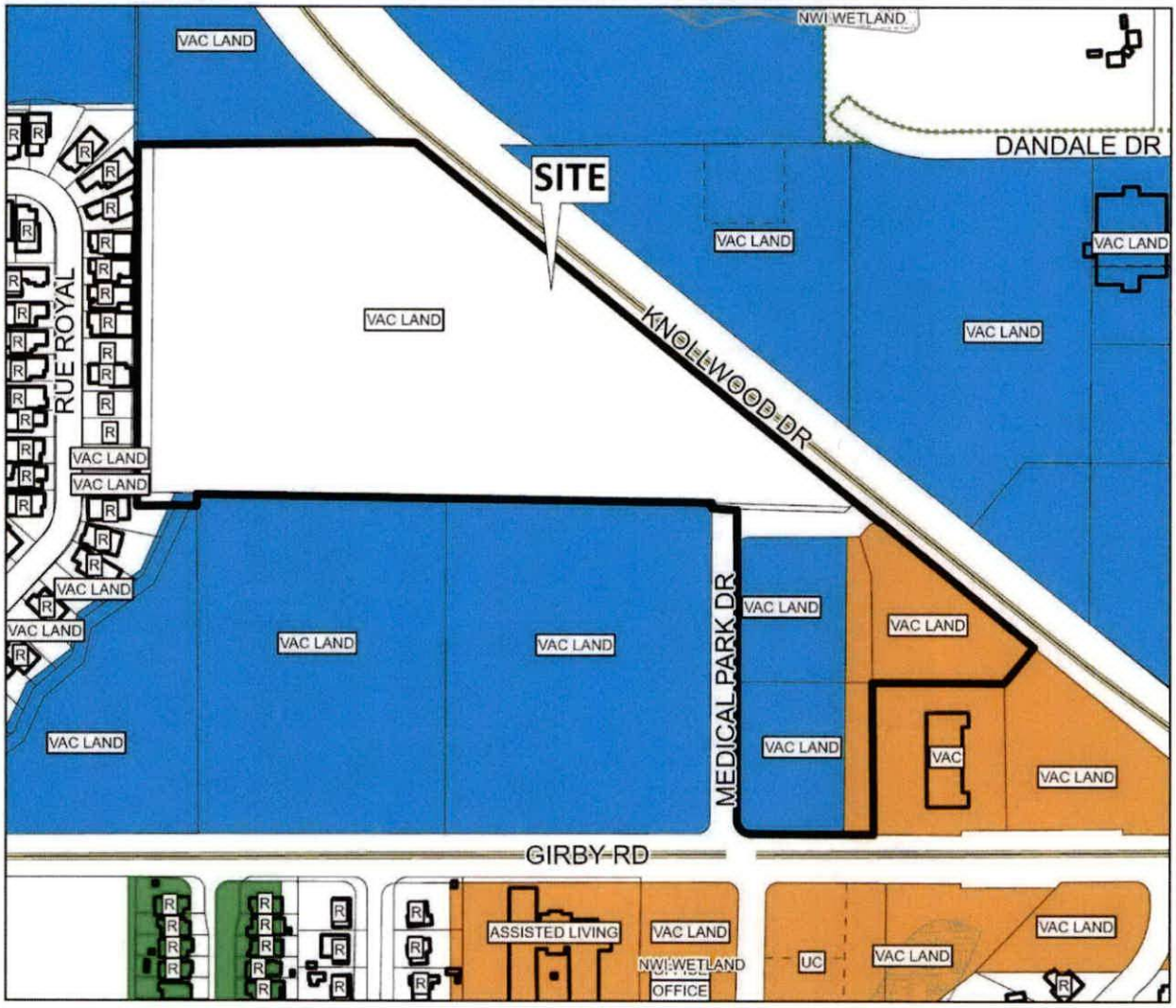
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by medical facilities, residential units and vacant land.

APPLICATION NUMBER 4 DATE April 18, 2024

APPLICANT The Knollwood Place Subdivision

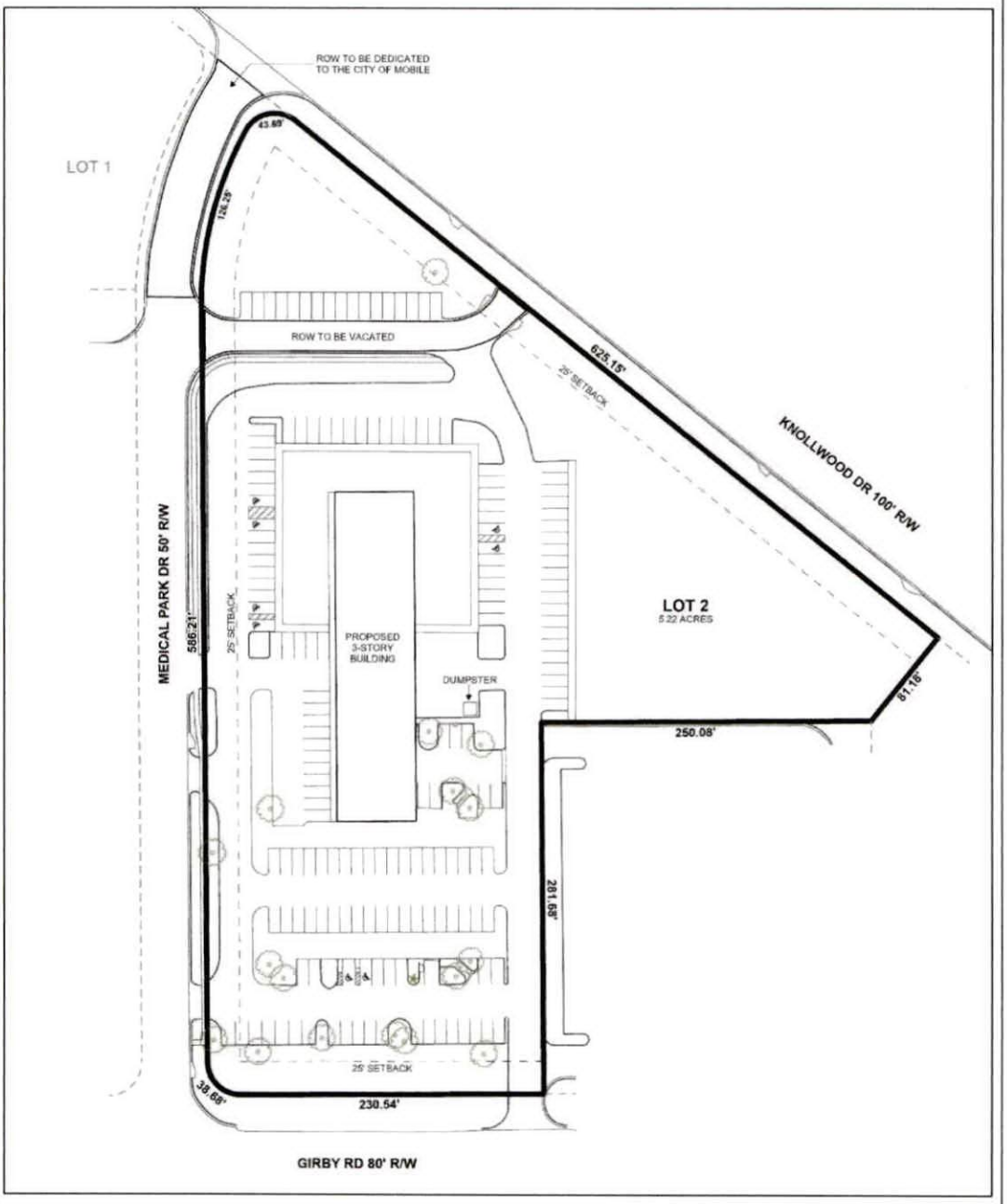
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



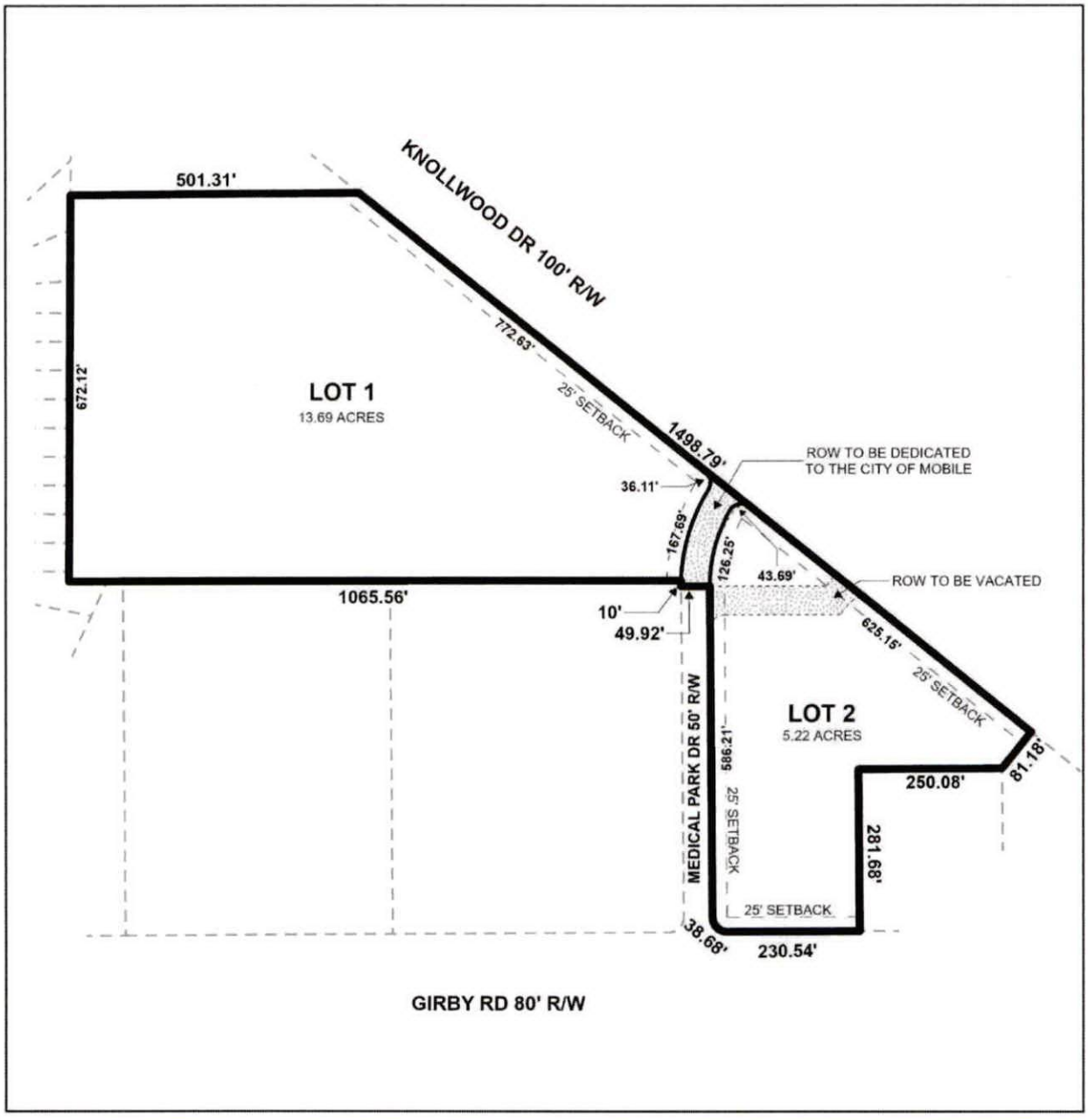
The site plan illustrates the proposed building and parking areas.

APPLICATION NUMBER	4	DATE	April 18, 2024
APPLICANT	The Knollwood Place Subdivision		
REQUEST	Subdivision, Rezoning from B-1, B-1, and B-2 to B-2		

N

NTS

SITE PLAN



APPLICATION NUMBER 4 DATE April 18, 2024

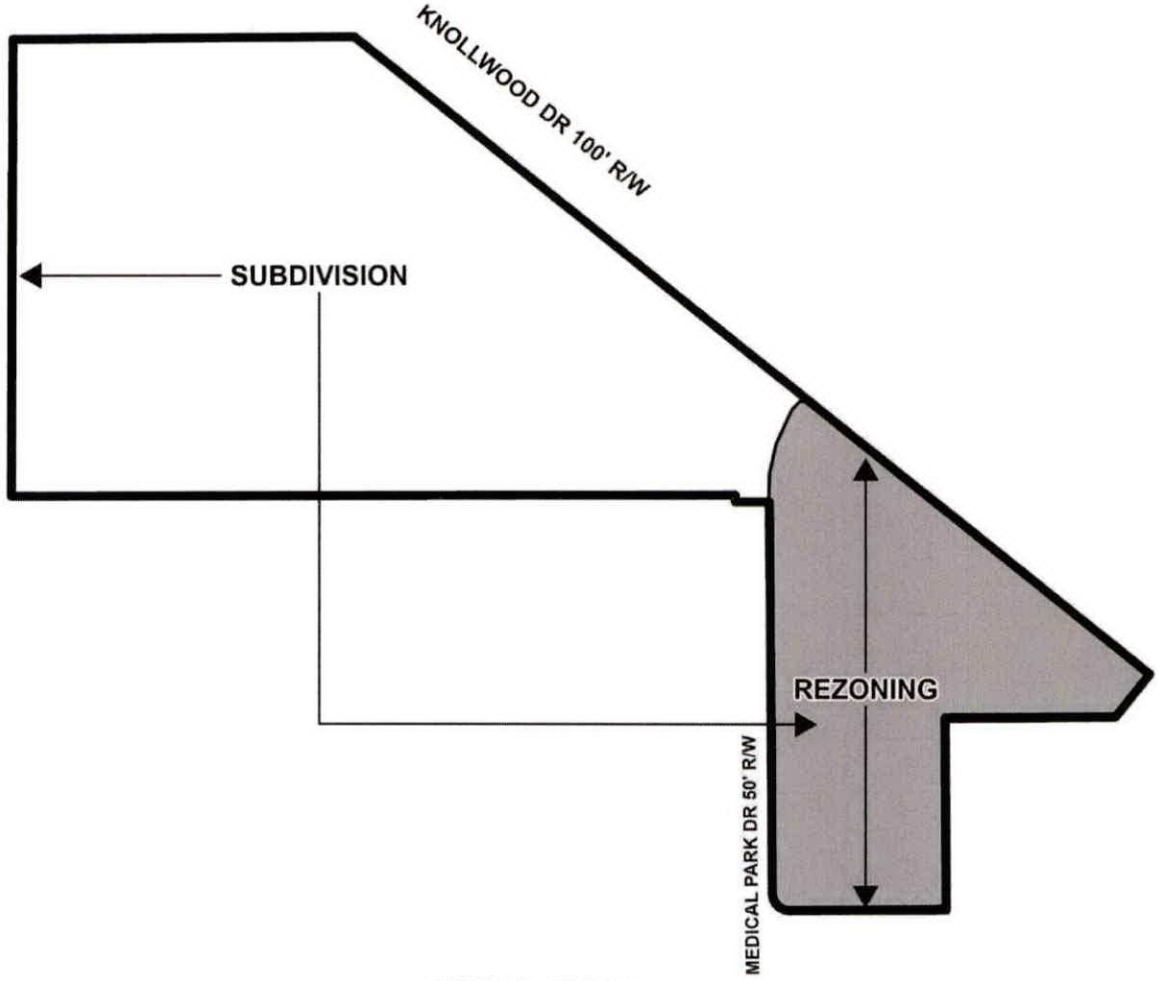
APPLICANT The Knollwood Place Subdivision

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 4 DATE April 18, 2024

APPLICANT The Knollwood Place Subdivision

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

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX

		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A					■		■					□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations –ranging from 4 to 10 du/ac– must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more "traditional" or more "suburban" context.

Additional Attributes of Neighborhood Centers:

- **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

Agenda Item # 13

SUB-002858-2024 & ZON-UDC-002860-2024

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
3300 Knollwood Drive, and 3401 & 3421 Medical Park Drive

Subdivision Name:
The Knollwood Place Subdivision

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owner:
GK Land Holdings, LLC

Current Zoning:
R-1, Single-Family Residential Suburban District; B-1, Buffer Business Suburban District; and B-2, Neighborhood Business Suburban District

Proposed Zoning:
B-2, Neighborhood Business Suburban District

Future Land Use:
Traditional Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create two (2) legal lots of record;
- Rezoning from R-1, B-1, and B-2 to B-2 (proposed Lot 2 only)
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision holdover to the April 18th meeting.
2. Rezoning holdover to the April 18th meeting.

Report Contents: **Page**

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Staff Comments 3
Exhibits 4

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by medical facilities, residential units and vacant land.

APPLICATION NUMBER 13 DATE March 21, 2024

APPLICANT The Knollwood Place Subdivision

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

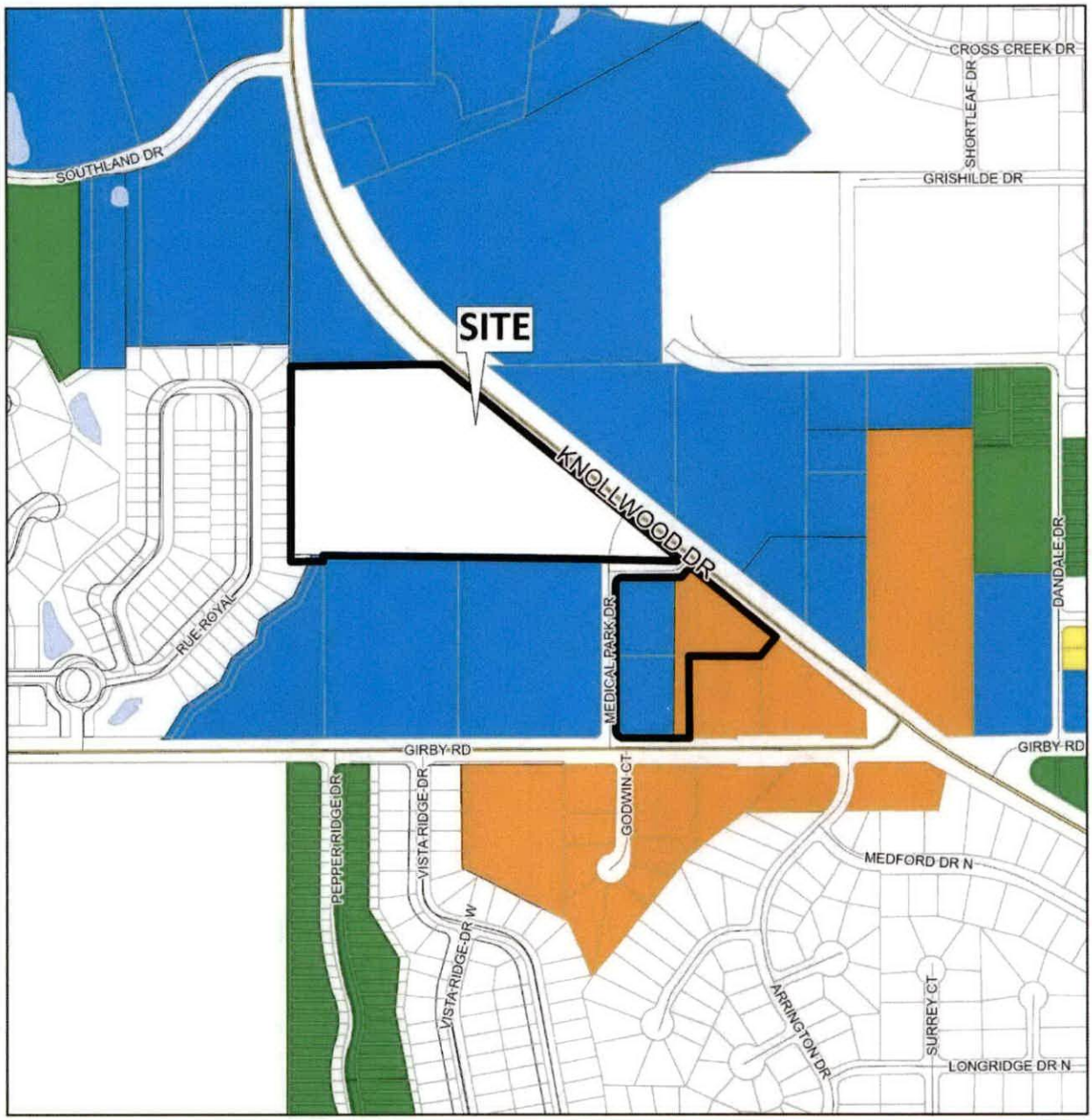
N

NTS

STAFF COMMENTS

Due to issues regarding notifications, these applications must be heldover until the April 18th meeting.

LOCATOR ZONING MAP



APPLICATION NUMBER 13 DATE March 21, 2024

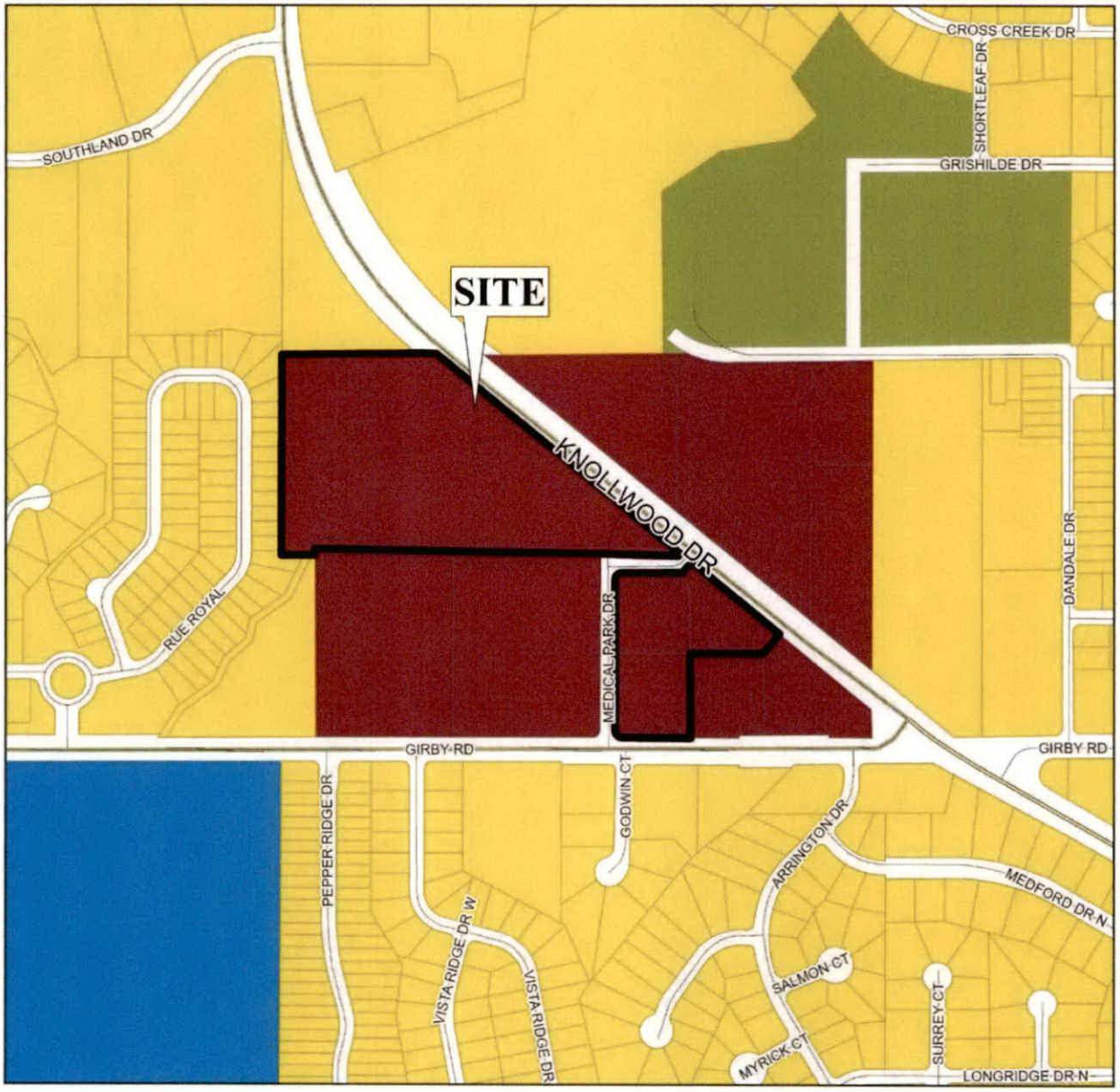
APPLICANT The Knollwood Place Subdivision

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE March 21, 2024

APPLICANT The Knollwood Place Subdivision

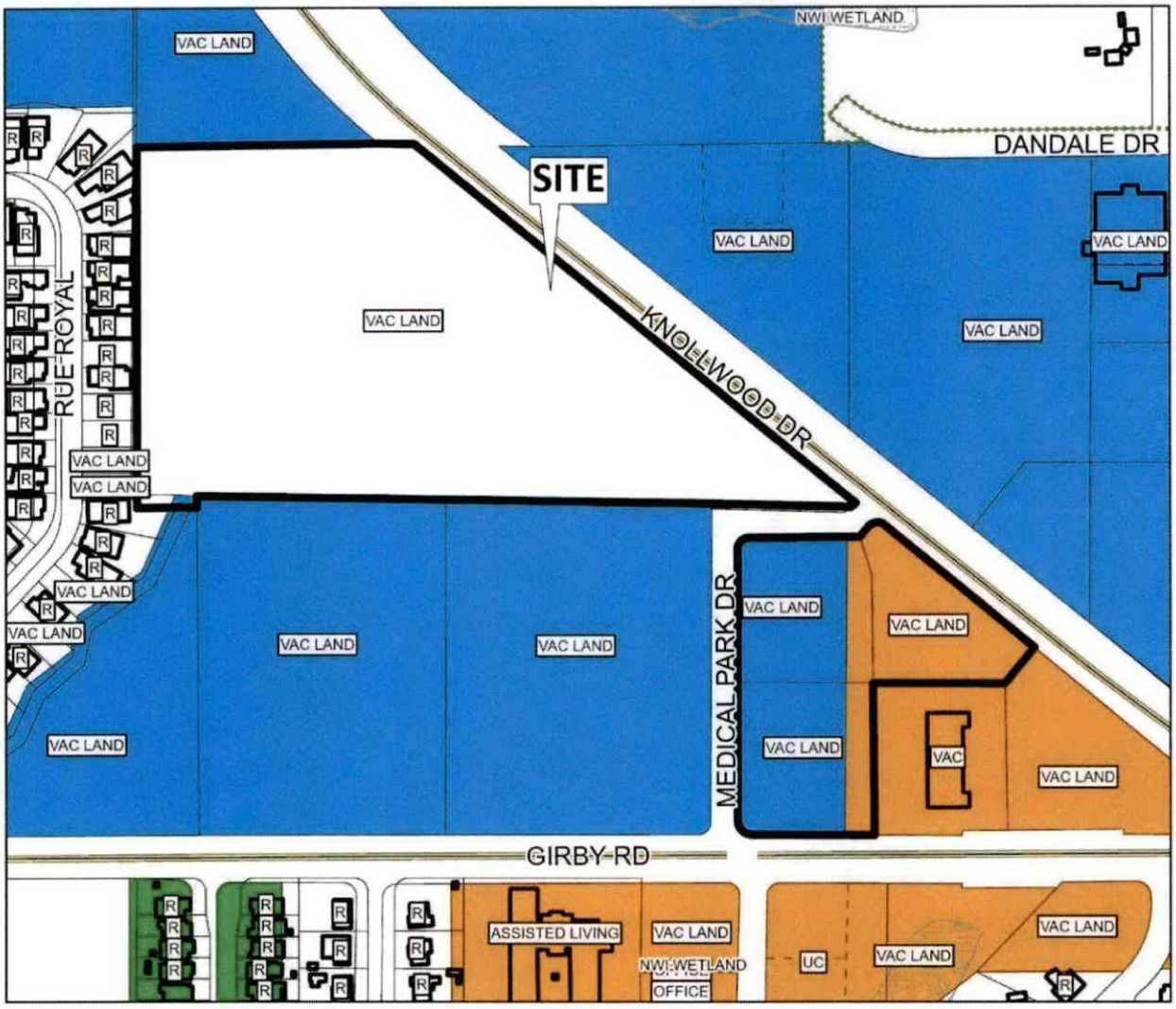
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by medical facilities, residential units and vacant land.

APPLICATION NUMBER 13 DATE March 21, 2024

APPLICANT The Knollwood Place Subdivision

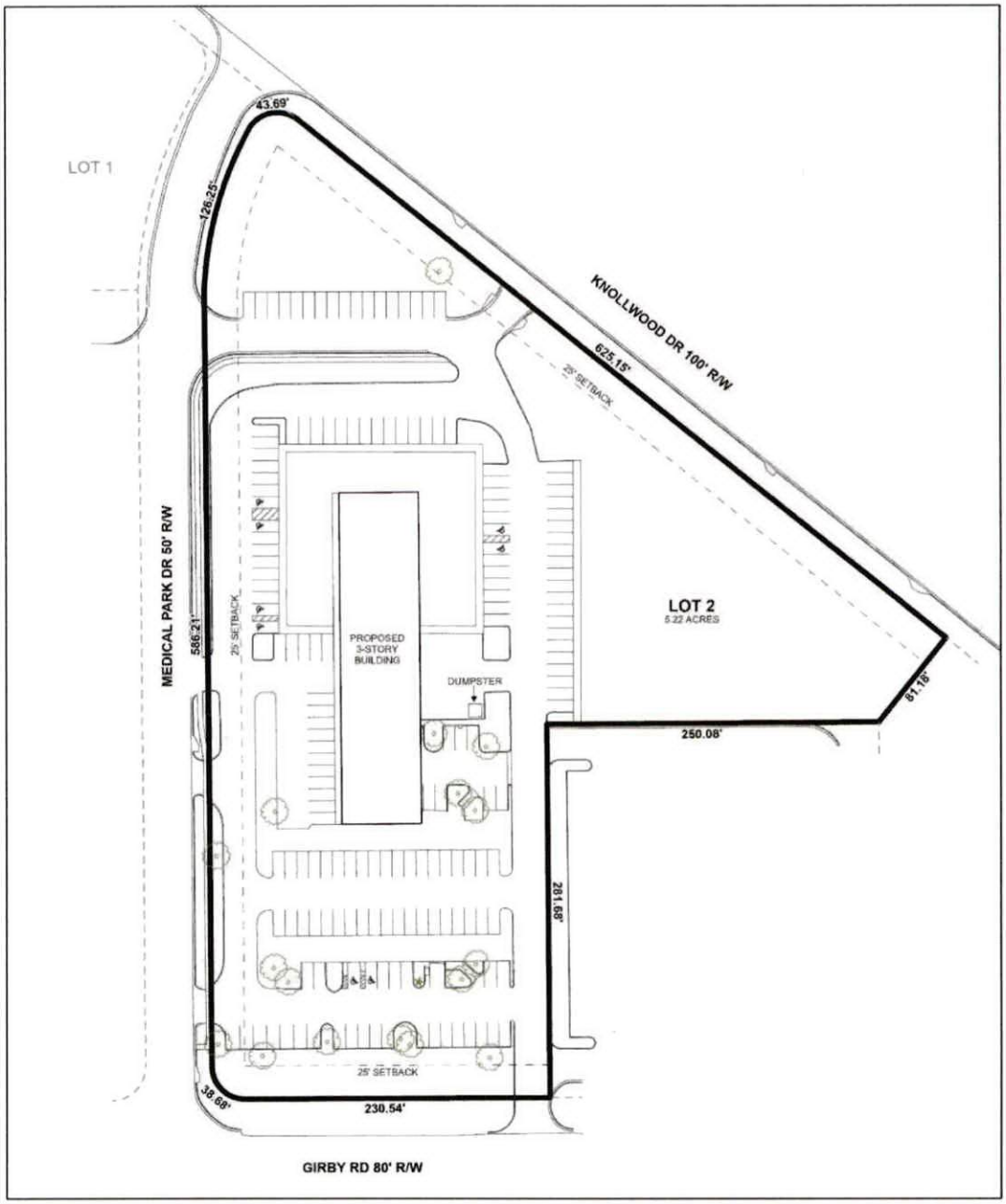
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



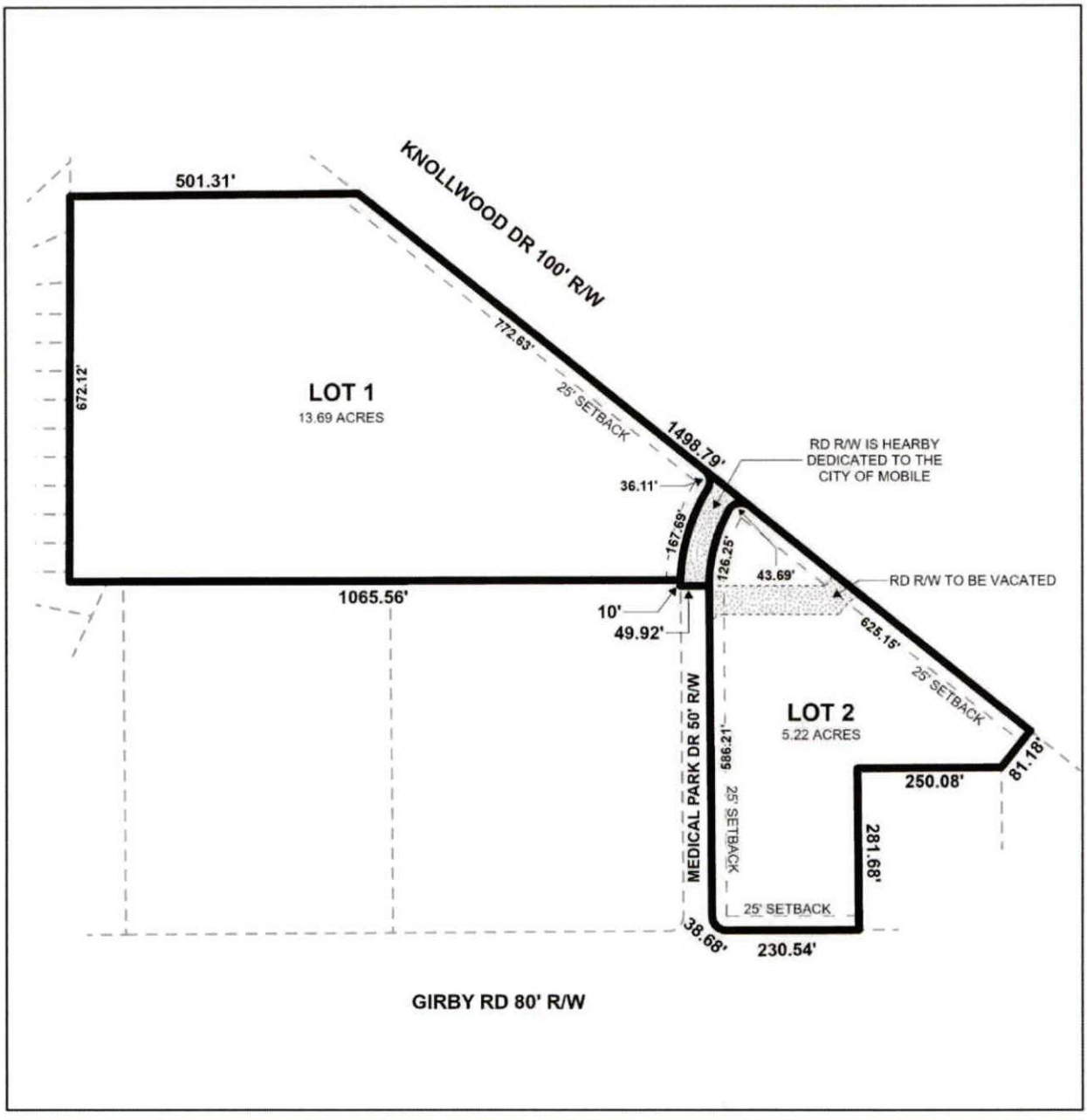
The site plan illustrates the proposed building and parking areas.

APPLICATION NUMBER	13	DATE	March 21, 2024
APPLICANT	The Knollwood Place Subdivision		
REQUEST	Subdivision, Rezoning from B-1, B-1, and B-2 to B-2		

N

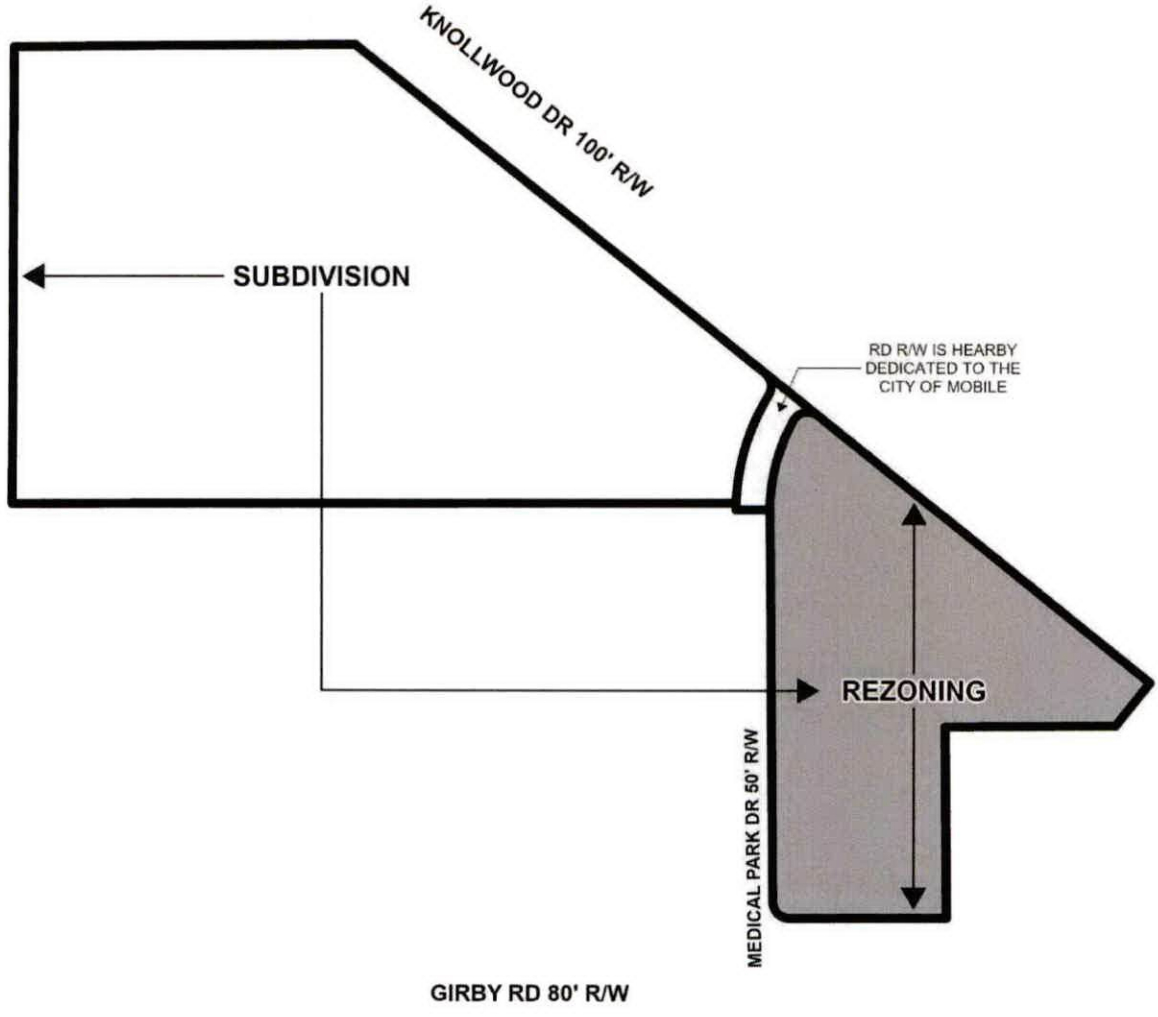
NTS

SITE PLAN



APPLICATION NUMBER 13 DATE March 21, 2024	N
APPLICANT The Knollwood Place Subdivision	
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2	NTS

DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE March 21, 2024

APPLICANT The Knollwood Place Subdivision

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

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX																	
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations –ranging from 4 to 10 du/ac– must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more "traditional" or more "suburban" context.

Additional Attributes of Neighborhood Centers:

- **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive grant assistance in the amount of $10,000,000.00 from the National Fish and Wildlife Foundation (NFWF) in support of the National Coastal Resilience Fund Program. There is no match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $10,000,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
cover letter	Cover Memo	6/13/2024
resolution	Cover Memo	6/13/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	6/13/2024 - 2:21 PM
Legal	Kern, Chris	Approved	6/13/2024 - 2:23 PM
Legal	Kern, Chris	Approved	6/13/2024 - 2:24 PM
Mayors Office	Barber, James	Approved	6/13/2024 - 2:27 PM

June 12, 2024

Dear Councilmembers:

The purpose of this resolution is to approve an application to the National Fish and Wildlife Foundation's National Coastal Resilience Fund program to protect and enhance the shoreline and habitat adjacent to Brookley by the Bay. This $10,000,000.00 project would fund the construction of nature-based solutions (e.g. living shorelines, habitat shelves) and green infrastructure (e.g. planted revetments, terracing and breakwaters) which will result in 10,134 linear feet of connected coastal habitat, including beaches and wetlands to protect critical facilities, infrastructure and communities close to the Brookley by the Bay property.

Identified as an important outcome in the 2023 Masterplan, the City has tasked the design of these nature-based solutions to a combination of firms, including Volkert and Moffatt & Nichol. The project currently has 30% designs and the deliverable of 100% construction documents will be completed within 6 months of receiving funding. Once the design is completed, construction is anticipated to begin by April 2025. The spring construction start date is to account for extreme winter tides. The project will protect 3,871 linear feet of shoreline and park infrastructure on 98 acres.

I look forward to continued communication on this important project. Please do not hesitate to call with any questions. I can be reached at 251-208-7199 or via email at jennifer.greene@cityofmobile.org.

Respectfully,



Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

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 grant assistance from the National Fish & Wildlife Foundation (NFWF) National Coastal Resilience Fund in the amount of $10,000,000.00 to support the project "Adapting Upland and Shoreline Mosaic to Reduce Extreme Weather Risk and Improve Estuarine Habitat" for Brookley by the Bay.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said allocation and to sign any agreements or other documents in connection with this grant application and to provide any information required by the National Fish and Wildlife Foundation (NFWF). Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmemeber 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:

6/18/2024

Funding Source

Project # 1312 Jessie Street - ME-011-24 **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 - 1312 Jessie Street	Cover Memo	6/11/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	6/12/2024 - 8:50 AM
City Clerk	Gauthier, Lana	Approved	6/13/2024 - 10:51 AM

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 **1312 JESSIE 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, 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 **1312 JESSIE STREET** described as:

LOT 8 BLK 4 MECHEM & SAGES 2ND SUB OF LAFARGUE PL DBK 121 P 511 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 135.01

Last Assessed to: CLEMONS SAMUEL LOPEZ & JOHNNY RAY CLEMONS C/O SHAMEKA MCDANIEL

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 10, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 18, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1312 JESSIE STREET.** OWNED BY OR MAY HAVE AN INTEREST: **CLEMONS SAMUEL LOPEZ & JOHNNY RAY CLEMONS C/O SHAMEKA MCDANIEL** 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 0 013 135.01
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

1312 JESSIE ST

Property Details

PARCEL KEYX	00664775	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

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	Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	1/30/2024	COMMENTS	

Property Score

SCORE ~~50~~ 70

SCORE DISCRIPTION Demo

Notes

REVIEW COMMITTEE

SECURE

X DEMOLITION X

APPROVAL DATE 6-10-24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 04/10/2024

Property Address: 1312 Jessie Street **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.


JUN 10 2024


JUN 10 2024


JUN 10 2024


JUN 10 2024


JUN 10 2024


JUN 10 2024

Affidavit of Mailed Notice

June 10, 2024

State of Alabama
County of Mobile

Subject Property – 1312 Jessie Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, 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 **8** 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 Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Samuel Lopez Clemons and Johnny Ray Clemons
1312 Jessie Street
Mobile, AL 36617-1914

April 24, 2024

RE: **1312 Jessie Street**
Project Number: ME-011-24

Dear Samuel Lopez Clemons and Johnny Ray Clemons:

On April 10, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1312 Jessie Street.

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

LOT 8 BLK 4 MECHEM & SAGES 2ND SUB OF LAFARGUE PL DBK 121 P 511 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 135.01

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:** (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 8, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **June 8, 2024,** provide the Code Official with a work plan to accomplish the repairs by **June 8, 2024,** 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 8, 2024,** 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 18, 2024, 2024 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/removal of debris

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 Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1312 Jessie Street Date: March 28, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 26, 2024

Per the Title Report, the owner is: Fee simple is vested in Samuel Lopez Clemons and Johnny Ray Clemons

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Samuel Lopez Clemons and Johnny Ray Clemons 1312 Jessie St Mobile AL 36617-1914	Revenue Commission subject/location address LexisNexis address good 2022 for both Phone numbers are 502-665-4892, 251-473-4930 and 334-478-6055 good 2024
2	Johnny Ray Clemons 1357 Douglas St Mobile AL 36605-1622	LexisNexis address good 12/2023
3	Johnny Ray Clemons 1310 Jessie St Mobile AL 36617-1914	LexisNexis address good 9/2020
4	Samuel Lopez Clemons 562 Donald St Mobile AL 36617-3307	LexisNexis address good 2/2024
5	Samuel Lopez Clemons c/o Teresa Evon Clemons 770 E Butchel Ave Apt 213 Akron OH 44305-2359	Wife of Samuel Lopez Clemons LexisNexis address good 1/2024 Phone number 330-803-8332 good 2024
6	Teresa Evon Clemons 683 Copley Rd Apt A Akron OH 44320-2323	LexisNexis address good 3/2024

7	Shameka McDaniel 6964 Airport Blvd Apt 5 Mobile AL 36608-6761	Paid 2021 and 2022 taxes on behalf of owners (not in tax sale) Phone numbers are 251-725-2197 and 251-725-2279 good 2/2024 – Also Mobile County Revenue Commission mailing address good 2021 - 2024
8	Shameka McDaniel 6427 Airport Blvd Apt L102 Mobile AL 36608-3727	LexisNexis address good 2/2020

TAX STATUS: 2023 TAX DELINQUENT AND DUE BY MAY 2024 OR WILL BE IN TAX LIEN SALE

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Samuel Lopez Clemons and Johnny Ray Clemons c/o Shameka McDaniel, filed 2/15/2024, recorded 3/21/2024, instrument number 2024016322

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmemeber 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:

6/18/2024

Funding Source

Project # 1306 Congress Street - ME-002-24 **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 - 1306 Congress Street	Cover Memo	6/11/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	6/12/2024 - 8:51 AM
City Clerk	Gauthier, Lana	Approved	6/13/2024 - 10:54 AM

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 **1306 CONGRESS 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, 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 **1306 CONGRESS STREET** described as:

BEG AT A FENCE COR ON N/S OF CONGRESS ST 129.7 FT WLY FROM NW INTERSEC OF ANN & CONGRESS ST & RUNNING TH WLY ALG SD N/S OF CONGRESS ST 32.5 FT TO A FENCE WHICH CONST W/L OF PPTY HEREBY CONVEYED TH DEFL 70 DEG 27 MIN TO RT RUN NLY ALG SD FENCE 100.9 FT TO A FENCE COR TH DEFL 100 DEG 43 MIN TO RT RUN ELY ALG A FENCE 43 FT TO COR THEREOF TH DEFL 75 DEG TO RT RUN SLY ALG A FENCE 100 FT TO N/S OF CONGRESS ST & POB ALL SD MEASURMENTS BEING ACCD TO SURVEY BY DURANT ENG DTD 4/4/44 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 105

Last Assessed to: CRAIG ELOUISE

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 10, 2024

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 18, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1306 CONGRESS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **CRAIG ELOUISE** 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 0 007 105
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1306 CONGRESS STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	01/22/2024	Comments	

Property Score			
Score	70	Score Description	DEMO

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 04/10/2024

Property Address: 1306 Congress 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 10 2024


JUN 10 2024


2024/04/08


2024/04/08


2024/04/08


2024/04/08


2024/04/08


2024/04/08


2024/04/08


2024/04/08

Affidavit of Mailed Notice

June 10, 2024

State of Alabama
County of Mobile

Subject Property – 1306 Congress Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, 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 **27** 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 Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Debra Louise Craig, Daniel Craig, Siobhan Thompson, Shavon Thompson
1306 Congress Street
Mobile, AL 36603-5410

April 24, 2024

RE: **1306 Congress Street**
Project Number: ME-002-24

Dear Debra Louise Craig, Daniel Craig, Siobhan Thompson, Shavon Thompson:

On April 10, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1306 Congress Street.

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

BEG AT A FENCE COR ON N/S OF CONGRESS ST 129.7 FT WLY FROM NW INTERSEC OF ANN & CONGRESS ST & RUNNING TH WLY ALG SD N/S OF CONGRESS ST 32.5 FT TO A FENCE WHICH CONST W/L OF PPTY HEREBY CONVEYED TH DEFL 70 DEG 27 MIN TO RT RUN NLY ALG SD FENCE 100.9 FT TO A FENCE COR TH DEFL 100 DEG 43 MIN TO RT RUN ELY ALG A FENCE 43 FT TO COR THEREOF TH DEFL 75 DEG TO RT RUN SLY ALG A FENCE 100 FT TO N/S OF CONGRESS ST & POB ALL SD MEASURMENTS BEING ACCD TO SURVEY BY DURANT ENG DTD 4/4/44 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 105

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 8, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **June 8, 2024,** provide the Code Official with a work plan to accomplish the repairs by **June 8, 2024,** 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 8, 2024,** 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 18, 2024, 2024 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/removal of debris

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 Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1306 Congress Street Date: March 6, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 2, 2024

Per the Title Report, the owner is: Elouise Craig

Note: Elouise Craig is deceased as of April 4, 2000. Her heirs are listed below. No obits available for Shirley(daughter of Elouise) and Otis Ducksworth(Husband of Shirley) per Genealogy (see email). Found siblings listed for Marquis Ducksworth under relatives in LexisNexis (included all addresses below) He was only matching child listed in LexisNexis relatives for both Shirley and Otis Ducksworth - Could not locate census for Shirley and/or Otis in Ancestry to provide positive list of children.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Debra Louise Craig Daniel Craig Siobhan Thompson Shavon Thompson 1306 Congress St Mobile AL 36603-5410	Revenue Commission website subject/location address – Debra Craig paid property taxes 2008 – 2023. Phone numbers for Debra are 251-234-1255, 251-518-1008, 251-375-6651 good 2023. Debra Craig is the daughter of Elouise Craig DOD 4/4/2000. Phone number for Daniel Thompson and Siobhan Thompson is 251-518-7439.good 2023
2	Debra Louise Craig Glen Craig 1564 Monroe St Unit 3660 Mobile AL 36604-1635	Revenue Commission website mailing address good 2017 through 2024 – LexisNexis address good 7/1983-12/2023
3	Carl Craig, Jr 1061 Texas St Mobile AL 36604-3141	Grandson of Elouise Craig DOD 4/4/2000 LexisNexis address good 2/2024 Phone numbers are 251-648-6262 and 251-438-5011 good 2023. (Son of Carl Craig, Sr DOD 3/1/2007)
4	Carl Craig, Jr 1400 Forest Dell Rd Mobile AL 36618-1724	LexisNexis address good 11/2023
5	Carl Craig, Jr 2256 Vivian Dr Mobile AL 36693-3114	LexisNexis address good 4/2022

6	Clifford Craig PO Box 3533 Gulfport MS 39505-3533	Son of Elouise Craig DOD 4/4/2000 LexisNexis address good 1/2024 Phone numbers are 228-596-0870, 770-256-2915 and 228-432-3000 good 2023
7	Clifford Craig 4800 Long Ave Apt W180 Pascagoula MS 39581-4757	LexisNexis address good 5/2023
8	Emanuel Craig 60 S Georgia Ave Mobile AL 36604-2537	Son of Elouise Craig DOD 4/4/2000 LexisNexis address good 12/2023 No phone numbers available that are not expired
9	Emanuel Craig 651 Azalea Rd Apt 149 Mobile AL 36609-1538	LexisNexis address good 11/2023
10	Glen Craig PO Box 2936 Atlanta GA 30301-2936	Son of Elouise Craig DOD 4/4/2000 LexisNexis address good 1/2024 Phone numbers are 251-518-1008 and 251-303-2152 good 2023
11	Marquis Ducksworth 9 G W Patterson Rd Laurel MS 39443-9088	Grandson of Elouise Craig DOD 4/4/2000 Son of Otis and Shirley Ducksworth LexisNexis address good 4/2023 Phone numbers are 601-470-4960 and 601-577-1464 good 2023
12	Joshua Ducksworth Lateasha Ducksworth 184 Highway 533 Laurel MS 39443-9027	Grandson of Elouise Craig DOD 4/4/2000 Son of Otis and Shirley Ducksworth LexisNexis address good 1/2024 Phone numbers are 602-577-5733, 601-433-4180and 601-422-3831 good 2023
13	Tomeka Ducksworth 10 Shady School Rd Laurel MS 39443-9028	Granddaughter of Elouise Craig DOD 4/4/2000 Daughter of Otis and Shirley Ducksworth LexisNexis address good 1/2024 Phone numbers are 601-342-9606, 601-433-9687 and 601-552-4734 good 2023
14	Tomeka Ducksworth Danny Ducksworth 461 Rose Ln Lot 23 Laurel MS 39443-9325	LexisNexis address good 11/2023
15	Tomeka Ducksworth Penny Lashia Ducksworth Danny Ducksworth 22 Leroy Musgrove Rd Soso MS 39480-5072	LexisNexis address good 11/2022

16 Michael Ducksworth
336 Circle Dr
Mobile AL 36610-1609

Grandson of Elouise Craig DOD 4/4/2000
Son of Otis and Shirley Ducksworth
LexisNexis address good 12/2023
Phone numbers are 970-978-8202, 601-374-1409 and 334-456-4619 good 2023

17 Michael Ducksworth
150 SCR 1E
Taylorsville MS 39168-5123

LexisNexis address good 11/2023

18 Norman Ducksworth
3211 Sheppard Dr
Laurel MS 39440-6037

Grandson of Elouise Craig DOD 4/4/2000
Son of Otis and Shirley Ducksworth
LexisNexis address good 12/2023
Phone numbers are 601-422-8348 and 601-748-9198 good 2023

19 Penny Lashia Ducksworth
736 Summerland Rd
Taylorsville MS 39168-4268

Granddaughter of Elouise Craig DOD 4/4/2000
Daughter of Otis and Shirley Ducksworth
LexisNexis address good 1/2024
Phone numbers are 601-577-6706, 601-498-5015, 601-335-2484 and 601-670-3954 good 2023

20 Penny Lashia Ducksworth
PO Box 465
Soso MS 39480-0465

LexisNexis address good 3/2022

21 Danny Ducksworth
282 Lily Valley Church
Mount Olive MS 39119-4641

Grandson of Elouise Craig DOD 4/4/2000
Son of Otis and Shirley Ducksworth
LexisNexis address good 3/2023
No phone numbers listed

22 Danny Ducksworth
461 Rose Ln Lot 12
Laurel MS 39443-9325

LexisNexis address good 5/2022

23 Rose Ducksworth
3800 Barberry Dr Apt F1
Laurel MS 39440-1403

Granddaughter of Elouise Craig DOD 4/4/2000
Daughter of Otis and Shirley Ducksworth
LexisNexis address good 12/2023
Phone number is 601-433-8295 good 2023

24 Rose Ducksworth
4 Gunter Cir Unit 2
Soso MS 39480-5221

LexisNexis address good 7/2023

25 Tony Ducksworth
14 Brown Cir
Laurel MS 39440-5512

Grandson of Elouise Craig DOD 4/4/2000
Son of Otis and Shirley Ducksworth
LexisNexis address good 12/2023
Phone numbers are 601-764-7493, 601-433-2562 and 601-433-8222 good 2023

26 Tony Ducksworth
273 Old Palestine Church Rd
Taylorsville MS 39168-4258

LexisNexis address good 2/2023

TAX STATUS: 2023 PAID CURRENT

Parties with recorded liens per Title Report:

27 State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132

State of Alabama vs Glen Craig
Account number IIT-R002661923
Lien Number 143293184 and
Lien Number 1734391296

Open Mortgages - NONE

Weed Liens

Weed lien filed by the City of Mobile against Elouise Craig , recorded 11/3/2009 in RP Book 6596, page 65.

Weed lien filed by the City of Mobile against Elouise Craig , recorded 1/25/2044 in RP Book 6744, page 1996.

Lis Pendens

Lis Pendens – City of Mobile vs Elouise Craig, filed 7/7/2015, recorded 7/14/2015, 7281-1678

Lis Pendens – City of Mobile vs Elouise Craig, filed 1/22/2024, recorded 2/5/2024, instrument number 2024005760

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

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:

6/18/2024

Funding Source

Project # 1465 Houston Street - ME-166-23 **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 - 1465 Houston Street	Cover Memo	6/11/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	6/12/2024 - 8:49 AM
City Clerk	Gauthier, Lana	Approved	6/13/2024 - 10:57 AM

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 **1465 HOUSTON 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, 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 **1465 HOUSTON STREET** described as:

LOT 36 FAIRFIELD SUBDIV MBK 5 P 635-636 #SEC 36 T4S R1W #MP29 11 36 0 005

Parcel Number: 29 11 36 0 005 051

Last Assessed to: BETTIS SHANETTA R

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 10, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 18, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1465 HOUSTON STREET.** OWNED BY OR MAY HAVE AN INTEREST: **BETTIS SHANETTA R** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 11 36 0 005 051
COUNCIL DISTRICT 3 – C. J. SMALL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

1465 HOUSTON ST

Property Details

PARCEL KEYX	00973496	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

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

Property Score

SCORE	57	SCORE DESCRIPTION	Demo

Notes

TC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 12-11-23

Motion 5 to 0 for Demolition

S

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 04/10/2024

Property Address: 1465 Houston 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.


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APA
JUN 10 2024

Affidavit of Mailed Notice

June 10, 2024

State of Alabama
County of Mobile

Subject Property – 1465 Houston Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, 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 **11** 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 Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Shanetta Renea Bettis
Angela Nadine Bailey Hill
Anthony Hill
Monica Sigler
1465 Houston Street
Mobile, AL 36606-5108

April 24, 2024

RE: **1465 Houston Street**
Project Number: ME-166-23

Dear Shanetta Renea Bettis, Angela Nadine Bailey Hill, Anthony Hill, Monica Sigler:

On April 10, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1465 Houston Street.

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

LOT 36 FAIRFIELD SUBDIV MBK 5 P 635-636 #SEC 36 T4S R1W #MP29 11 36 0 005

Parcel Number: 29 11 36 0 005 051

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 8, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **June 8, 2024,** provide the Code Official with a work plan to accomplish the repairs by **June 8, 2024,** 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 8, 2024,** 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 18, 2024, 2024 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/removal of debris

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 Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1465 Houston Street Date: March 18, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 14, 2024

Per the Title Report, the owner is: Fee simple is vested in Larry M. Hill and Shanetta R. Bettis, tax title.

Notes: Larry M. Hill is deceased as of 11/15/2017 per Heirship Affidavit. His wife and two children are listed in the affidavit and the obituary. There is also a tax deed in the name of Shanetta R. Bettis.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Shanetta Renea Bettis Angela Nadine Bailey Hill Anthony Hill Monica Sigler 1465 Houston St Mobile AL 36606-5108	Subject/Location address per Mobile County Revenue Commission. LexisNexis address good 4/2006.
2	Angela Nadine Bailey Hill 2485 Royal Carriage Dr Unit 1 Mobile AL 36695-3753	Wife of Larry M. Hill DOD 11/15/2017. Revenue Commission mailing address good from 2002 – 2012. LexisNexis address good 3/2024. Phone numbers 251-689-8985, 251-366-8250, 251-661-7500 good 2023
3	Anthony Hill 3808 Michael Blvd Apt 207 Mobile AL 36609-1689	Son of Larry M. Hill DOD 11/15/2017. LexisNexis address (no date) Same phone numbers as Mother (Angela Hill)
4	Monica Callie Sigler 200 Conover Dr Birmingham AL 35206-2907	Daughter of Larry M. Hill DOD 11/15/2017. LexisNexis address good 12/2023. Phone numbers 205-542-8112, 205-441-1884, and 205-586-5455 good 2023
5	Shanetta Renea Bettis 1530 Chesterfield Dr E Mobile AL 36618-1604	Tax Deed #5101 recorded 9/10/2015 bk 7301 pg 1466 - owner from 2003 - 2024 – Revenue Commission Mailing Address 2003 – 2024. LexisNexis address good 3/2024. Phone numbers 251-348-6847 and 251-377-7686 good 2023

TAX STATUS: 2023 TAXES DELINQUENT AND DUE BY MAY 2024 OR WILL GO INTO THE LIEN SALE.

Parties with recorded liens per Title Report:

6	David M. Allen The Law Offices of Damrich & Allen 214 S. Lawrence St Mobile AL 36602	Hospital Lien instrument number 2023048159, recorded 8/9/2023 against Anthony Hill
7	LVNV Funding, LLC c/o Jason Patrick ZarZaur PO Box 11366 Birmingham AL 35202	Judgement - LVNV Funding, LLC vs Anthony Hill, instrument number 2023035720, recorded 6/12/2023
8	Republic Finance, LLC 1234 Hillcrest Rd Ste A Mobile AL 36695	Judgement - Republic Finance, LLC vs Anthony M Hill, instrument number 2023062453, recorded 10/20/2023

Open Mortgages

9	Bank of America, NA Attn: Property Preservation 400 National Way Simi Valley, CA 93065	LaSalle Bank NA Trustee Merrill Lynch Mtg Investors, Trust Lost Assignment Affidavit Bk 5557 pg 0760, recorded 3/19/2004, (LaSalle Bank was bought by Bank of America in 2007).
10	Express Financial Services, Inc. 603 Uniondale Ave Uniondale NY 11553-2637	Mortgage Bk 4904 pg 1732, recorded 11/30/2000
11	Express Financial Services, Inc. 10221 221St St Queens Village NY 11429-1625	Mortgage Bk 4904 pg 1732, recorded 11/30/2000

Lis Pendens

Lis Pendens – City of Mobile vs Shanetta R Bettis, filed December 14, 2023, recorded February 5, 2024, instrument number 2024005757

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember Gina Gregory - District 7

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/18/2024

Funding Source

Project # 102 Border Drive West Street - ME-159-23 **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 - 102 Border Drive West	Cover Memo	6/11/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	6/12/2024 - 8:53 AM
City Clerk	Gauthier, Lana	Approved	6/13/2024 - 11:03 AM

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 **102 BORDER DRIVE WEST** 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 **102 BORDER DRIVE WEST** described as:

LOT 387 BLK P COUNTRY CLUB VILLAGE MBK 4/87-92 #SEC 15 T4S R2W #MP28 05 15 4 0 003

Parcel Number: 28 05 15 4 003 090

Last Assessed to: WATTS HELEN

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 10, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 18, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **102 BORDER DRIVE WEST.** OWNED BY OR MAY HAVE AN INTEREST: **WATTS HELEN** 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 05 15 4 003 090
COUNCIL DISTRICT 7 – GINA GREGORY
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

102 BORDER DR W

Property Details

PARCEL KEYX	00519736	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	7
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

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

Property Score

SCORE	69	SCORE DESCRIPTION	Demo

Notes

JC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-30-23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 04/10/2024

Property Address: 102 Border Drive West **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.

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☐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.

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


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JUN 10 2024

Affidavit of Mailed Notice

June 10, 2024

State of Alabama
County of Mobile

Subject Property – 102 Border Drive West.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, 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 **11** 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 Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heirs at law and next of kin for Helen Watts
Tanya Brown
102 Border Drive
Mobile, AL 36608-2716

April 24, 2024

RE: **102 Border Drive West**
Project Number: ME-159-23

Dear Tanya Brown:

On April 10, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 102 Border Drive West.

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

LOT 387 BLK P COUNTRY CLUB VILLAGE MBK 4/87-92 #SEC 15 T4S R2W #MP28 05 15 4 0 003

Parcel Number: 28 05 15 4 003 090

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 8, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **June 8, 2024,** provide the Code Official with a work plan to accomplish the repairs by **June 8, 2024,** 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 8, 2024,** 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 18, 2024, 2024 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/removal of debris

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 Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 102 Border Drive Date: February 2, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 9, 2023

Per the Title Report, the owner is: Heirs at law and next of kin for Helen Watts, deceased (DOD 11/19/2009)

NOTES: State of Alabama tax liens 6743-1361 recorded 1/20/2011 and 7133-1381 recorded 4/1/2014, listed on the title report are not associated with the heir Tanya Brown – See lien document and LexisNexis page for social security number difference highlighted in yellow.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Tanya Brown 102 Border Dr Mobile AL 36608-2716	Revenue Commission location/subject property – Heir – LexisNexis address good 3/2005 Paid 2019 through 2022 property taxes. Phone numbers 251-518-9831, 334-456-1616, and 251-518-9831 good 2023
2	Tanya Brown 5408 Forest Ridge Rd S Mobile AL 36618-2837	Revenue Commission mailing address good 2021 through 2024 – LexisNexis address good 1/2024
3	Tanya Brown 859 Summerville St Mobile AL 36617-2727	LexisNexis address good 10/2023
4	Tanya Brown 2719 Harper Ave Mobile AL 36617-1840	LexisNexis address good 5/2023
5	Tanya Brown 229 Redwood Pl Apt H5 Mobile AL 36608-1005	LexisNexis address good 7/2020

6	Maya Spivey Watts 5045 Gold Leaf Ln Pinson AL 35126-2888	Heir – LexisNexis address good 1/2024 Paid taxes 2015 Phone numbers 205-452-0584, 334-663-4240, 205-683-9087 good 2023
7	Sonya Thomas and Craig Douglas Thomas 1417 Azalea Rd Apt 14E Mobile AL 36693-4712	Heirs – LexisNexis address good 10/2023 Phone numbers 251-513-5905 and 251-342-0658 good 2023
8	Sonya Thomas and Craig Douglas Thomas 2280 Cheshire Dr Birmingham AL 35235-3312	Heirs - LexisNexis address good 11/2023 Phone number for Craig – 251-513-5905
9	Craig Douglas Thomas 3701 Cedar Cliff Dr Apt 5E Mobile AL 36608-1083	LexisNexis address good 9/2021
10	Craig Douglas Thomas 913 Beacon Pkwy E Apt A Birmingham AL 35209-3219	LexisNexis address good 2/2022

TAX STATUS: 2023 NOT PAID – WILL GO TO TAX LIEN SALE HELD IN MAY 2024 IF NOT PAID

Parties with recorded liens per Title Report:

11	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama vs Craig D Thomas and Helen B Watts, recorded 3/18/2014 7129-961 Acct # IIT-R002899030 Lien number 1670710784

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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	6/13/2024 - 10:08 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Joseph Snowden, Executive Director of Administration

Sponsored by:

Mayor Wiliam S. Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Employee of the Month - Resolution	Cover Memo	5/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Adminstrative Services	Gauthier, Lana	Approved	6/13/2024 - 10:22 AM

May 21, 2024

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:

- **APRIL 2024 – Jason Johnson (Employee #19071) Administrative Services**

  Communications Department – Deputy Director

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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	6/13/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/13/2024 - 10:11 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: Tuesday, June 18, 2024 (Date) Item No. _____

Submitted by: Mobile Police Department (Department) Paul O. Prine (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:
To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a $500 award.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $500.00

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

60- 2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee:

May 2024: Officer Jorge Chiang

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Officer Jorge Chiang

During the month of May, Officer Jorge Chiang answered one hundred twelve calls for service, thirty-eight backings, had nine felony arrests, twenty-nine misdemeanor arrests, and issued two traffic citations. Officer Chiang has shown himself to be a valuable member of the Mobile Police Department and is a critical component of the success of decreasing crime in the First Precinct. Officer Chiang continues to strive to become an excellent law enforcement officer while serving the city of Mobile citizens. Here are just a few examples of his self-initiated work product during the month of May 2024.

On May 3, 2024, Officer Chiang responded to a domestic violence complaint, hearing yelling from a broken window upon arrival. Recognizing the exigent circumstances, he and his backing unit entered the home, finding two subjects with visible injuries. Officer Chiang separated the individuals and discovered that one suspect had forced entry and attacked the other person. The suspect was arrested and charged with Domestic Violation Strangulation.

On May 14, 2024, Officer Chiang was dispatched to a simple trespassing report at an apartment complex. He coordinated with an employee to determine the suspect's frequent locations and obtained a vehicle description. Spotting the suspect's vehicle, he initiated a traffic stop. The occupants provided false identities, but Officer Chang quickly uncovered their deception, revealing multiple warrants from Alabama and Florida. The suspects were arrested and charged with Obstructing Justice Using a False Name, Theft of Property, and multiple traffic attachments.

On May 19, 2024, Officer Chiang responded to a report involving domestic violence and possible kidnapping. A family member informed officers that a relative, who had a black eye, was motioning for help from a window. The victim and abusive suspect were missing when officers arrived. Officer Chiang canvassed the area, interviewed neighbors, and sought video footage of the suspect's vehicle. The suspect's vehicle was spotted, leading to a felony stop and the suspect's arrest. The victim, found with severe injuries, detailed extensive abuse. The suspect was arrested on multiple charges, including two counts of Felony Domestic Violence 3rd Degree, Domestic Violence Strangulation, Felony Parole Violation, and Burglary 3rd Degree.

On May 27, 2024, Officer Chiang assisted officers after hearing a report of a person down in a parking lot. Observing a victim severely beaten and unconscious, Officer Chiang canvassed the area for witnesses and gathered information on a potential suspect. The following day, Officer Chiang responded to a call involving a disorderly suspect armed with a knife near the same location. He quickly identified and detained the subject, linking the suspect to the previous days assault. Although the victim remained unconscious and unable to identify the offender, Officer Chiang's diligent efforts led to the suspect's identity and a new charge of Menacing.

On May 31, 2024, Officer Chiang spotted a suspect, identified as a person of interest in a burglary reported the previous day, demonstrating his keen observational skills and dedication to solving crimes. Although the detective was unable to verify the owner of the items recovered, Officer Chiang discovered that the subject was also in possession of a controlled substance and arrested the suspect, allowing the detective additional time needed to connect the suspect to the burglaries.

His initiative, enthusiasm, and excellence in his overall performance show a proactive police style that is a tremendous asset to the City of Mobile. Now, therefore, on behalf of all the citizens, we are pleased to award this CERTIFICATE OF RECOGNITION to Officer Jorge Chiang as OFFICER OF THE MONTH for May 2024, with our sincere thanks.

C.J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

William R. Jackson
Interim Chief of Police, Mobile Police Department

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Shonnda Smith, Executive Director of Public Works

Sponsored by:

William S. Stimpson, Mayor

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Gauthier, Lana	Approved	6/13/2024 - 3:16 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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	6/17/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/17/2024 - 10:17 AM

46-554 **2024**

R E S O L U T I O N

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT a portion of Ralston Road, from Florida Street to Emogene Place, be honorarily renamed “Chief Apostle Cleveland Smith Way”.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, William Carroll, C.J. Small and Joel Daves.

Purpose and Scope of Project:

Approve contract with Mobile Asphalt Company, LLC. for street resurfacing.

Amount of Contract:

$6,136,407.05

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4987

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	6/12/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	6/12/2024 - 10:16 AM
Capital	Rhodes, Brenda	Approved	6/12/2024 - 12:13 PM
Legal	Kern, Chris	Approved	6/13/2024 - 12:20 PM
Mayors Office	Barber, James	Approved	6/13/2024 - 1:15 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 CIP Resurfacing City Council Districts 1, 2,3, & 5
COM Project: 2024-3005-01

PROJECT #: RSF24 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Street Resurfacing

_____

CONTRACT AMOUNT: $6,136,407.05

VENDOR NAME: Mobile Asphalt Company, LLC.

VENDOR NUMBER: 134530

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N __; 5% of the 1st 50% _____ or If different, indicate special rate _____

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

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

Prepared by: Jessica White **Date** 6/12/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, and Joel Daves

WHEREAS, bids for street repairs for districts 1, 2, 3 and 5 were received and opened on May 1, 2024.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Mobile Asphalt Company, LLC., in the amount of $6,136,407.05.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Mobile Asphalt Company, LLC.

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: Mobile Asphalt Company, LLC.

Project Name: 2024 CIP Resurfacing City Council Districts 1, 2, 3 and 5

Project Number: 2024-3005-01

Amount: $6,136,407.05

Adopted:

_____

City Clerk

MOBILE
ALABAMA

2024 CIP RESURFACING, CITY COUNCIL DISTRICTS 1,2,3&5

PROJECT NO. 2024-3005-01

BID DATE-MAY 1ST 2024

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

Project Addendums ..... Attachment F

Sales Tax Exemption Form ..... Attachment G

2024 CIP Resurfacing Map Book ..... Attachment H

1-Resurfacing Map Overall
2-Project Limits
3-Deficiency Tables and Maps
4-ADA Ramp Locations; Districts 1,2,3 & 5
5-Milling Schedule; Districts 1,2,3 & 5
6-Exhibit A1 Hannon McGill
7-Exhibit A2 Conti Site Plan
8-Exhibit B Guardrail Repairs
9-Exhibit C Construction Details

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 1, 2024** and then publicly opened and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: **2024-3005-01**
Project: **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 1,2,3 & 5**
Project Description: Asphalt milling, overlaying, road repairs, striping & markings.

Plans and contract documents may be inspected and obtained from **Sawgrass Consulting, LLC., 30673 Sgt E I Boots Thomas Dr., Spanish Fort, Alabama 36527** upon payment of one hundred and five dollars ($105.00). 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 held on **April 24, 2024**. No questions, whether orally or written, will be addressed after 12:00 P.M. on **April 29, 2024**.

A Mandatory Pre-Bid Conference will be held in the Engineering Conference Room, 3rd Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, April 24, 2024 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.

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. 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.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the 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) 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 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 project name 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 **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 1,2,3 & 5**, City of Mobile Project No. **2024-3005-01**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE APRIL 3, 2024, APRIL 10, 2024, and APRIL 17, 2024.

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 **2024 CIP Resurfacing**, City of Mobile Project No. **2024-3005-01**, 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 5/15/24

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 Sawgrass Consulting, LLC., as well as the premises

Project Name: 2024 CIP Resurfacing
Project No: 2024-3005-01
Project Description: Street resurfacing and related work
Major work items include: Resurfacing

The Bidder further agrees to construct the improvements in **220** 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 30673 Sgt. E.I. "Boots" Thomas Drive, Spanish Fort, AL 36527. In order to receive consideration, the request must be received before 12:00 p.m. on May 15th, 2024. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

See Spreadsheet

BASE BID

2024 CIP RESURFACING

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
206-C2	REMOVAL CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	SY	5,688	_____ DOLLARS _____ CENTS		
206-C3	REMOVAL CONCRETE DRIVEWAY (INCL. SAW CUTTING ALL DEPTHS)	SY	1,408	_____ DOLLARS _____ CENTS		
206-C4	REMOVAL CONCRETE ROAD PANELS (INCL. SAW CUTTING ALL DEPTHS)	SY	3,153	_____ DOLLARS _____ CENTS		
206-C6	REMOVE CONCRETE SLOPE PAVING	SY	46	_____ DOLLARS _____ CENTS		
206-D	REMOVAL OF STEEL GUARDRAIL	LF	244	_____ DOLLARS _____ CENTS		

See Spreadsheet A

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
206-D2	REMOVING CURB AND GUTTER ALL TYPES (INCL. SAW CUTTING)	LF	11,995	_____ DOLLARS _____ CENTS		
206-D3	REMOVING CURB (INCL. SAW CUTTING) (INTEGRAL CURB ON CONCRETE STREETS)	LF	4,180	_____ DOLLARS _____ CENTS		
206-E1	REMOVAL OF INLET (TOTAL STRUCTURE)	EA	8	_____ DOLLARS _____ CENTS		
206-E2	REMOVAL OF INLET LID-PARTIAL (ALL TYPES)	EA	45	_____ DOLLARS _____ CENTS		
206-E4	REMOVE CONCRETE INLET THROATS	EA	32	_____ DOLLARS _____ CENTS		
206-E5	REMOVAL OF POST (ALL TYPES)	EA	30	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
206-E6	REMOVAL OF GUARDRAIL END ANCHOR	EA	5	_____ DOLLARS _____ CENTS		
209-A2	MAILBOX RESET (STANDARD)	EA	8	_____ DOLLARS _____ CENTS		
210-A	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	CY	725	_____ DOLLARS _____ CENTS		
210-D	BORROW EXCAVATION (TRUCK BED MEASURE)	CY	500	_____ DOLLARS _____ CENTS		
214-A	STRUCTURE EXCAVATION	CY	191	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
214-B	FOUNDATION BACKFILL, COMMERCIAL	CY	100	_____ DOLLARS _____ CENTS		
260-A	FLOWABLE FILL	CY	36	_____ DOLLARS _____ CENTS		
301-A	CRUSHED AGGREGATED BASE COURSE, TYPE B 6" Thick	SY	1,460	_____ DOLLARS _____ CENTS		
301-B	CRUSHED AGGREGATE BASE COURSE, TYPE B, Thickness Varies	TON	200	_____ DOLLARS _____ CENTS		
305-B	SELECTED MATERIALS, 57 STONE, FOR MISC. USE	TON	140	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
408-A1	PLANING EXISTING PAVEMENT, 1"-2" Thick	SY	230,300	_____ DOLLARS _____ CENTS		
408-A2	PLANING EXISTING PAVEMENT, 2.1"-3.5" Thick	SY	8,000	_____ DOLLARS _____ CENTS		
429-A1	IMPROVED BITUMINOUS CONCRETE WEARING SURACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165 LB/SY, (INCL. TACK COAT & CLEANING GUTTERS)	TON	22,028	_____ DOLLARS _____ CENTS		
429-A2	IMPROVED BITUMINOUS CONCRETE WEARING SURACE, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 220LB/SY, (INCL. TACK COAT)	TON	920	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
429-B1	IMPROVED BITUMINOUS CONCRETE BINDER SURACE, LEVELING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 165LB/SY, (INCL. TACK COAT)	TON	600	_____ DOLLARS _____ CENTS		
429-B3	IMPROVED BITUMINOUS CONCRETE WEARING SURACE, UPPER BINDER, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 220LB/SY, (INCL. TACK COAT)	TON	320	_____ DOLLARS _____ CENTS		
450-A	REINFORCED CONCRETE PAVEMENT, 6" THICK	SY	2,136	_____ DOLLARS _____ CENTS		
533-B1	18x11" RCAP STORM SEWER PIPE	LF	240	_____ DOLLARS _____ CENTS		

See Spreadsheet A

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
533-C1	CONNECT TO EXISTING INLET	EA	1	_____ DOLLARS _____ CENTS		
600-A	MOBILIZATION	LS	1	_____ DOLLARS _____ CENTS		
614-B	CONCRETE SLOPE PAVING, 5" THICK	SY	46	_____ DOLLARS _____ CENTS		
618-A1	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	SY	4,780	_____ DOLLARS _____ CENTS		
618-A2	CONCRETE SIDEWALK (INCL. EXCAVATION) (MISC.SITES)	SY	400	_____ DOLLARS _____ CENTS		

See Spreadsheet K

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
618-A3	CONCRETE SIDEWALK, 5" THICK (INCL. EXCAVATION)	SY	190	_____ DOLLARS _____ CENTS		
618-B	CONCRETE DRIVEWAY, 6" THICK (INCL. EXCAVATION)	SY	1,408	_____ DOLLARS _____ CENTS		
618-D1	HANDICAP RAMP, TYPE A	EA	129	_____ DOLLARS _____ CENTS		
618-D2	HANDICAP RAMP, TYPE C	EA	21	_____ DOLLARS _____ CENTS		
618-D3	HANDICAP RAMP, TYPE D	EA	5	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
618-E	TRUNCATED DOME INSERT, NEW CONSTRUCTION	EA	209	_____ DOLLARS _____ CENTS		
620-A	MINOR STRUCTURE CONCRETE	CY	16	_____ DOLLARS _____ CENTS		
621-A	JUNCTION BOX (DOGHOUSE)	EA	1	_____ DOLLARS _____ CENTS		
621-C1	INLET,TYPE GRATE	EA	7	_____ DOLLARS _____ CENTS		
621-C4	INLET, PARTIAL (TOP- RELACE)	EA	36	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
621-C5	INLET, PARTIAL (TOP - MODIFY to S-TYPE)	EA	3	_____ DOLLARS _____ CENTS		
621-C6	INLET, PARTIAL (TOP-MODIFY TO CURB TYPE)	EA	2	_____ DOLLARS _____ CENTS		
621-C7	INLET,PARTIAL (THROAT)	EA	32	_____ DOLLARS _____ CENTS		
621-N1	REPAIR OF ROADWAY DRAIN (INLET REPAIR)	EA	2	_____ DOLLARS _____ CENTS		
621-N2	PATCHING, Up to 2", (Euclid- Speedcrete Redline)	SF	200	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
623-A	CONCRETE VALLEY GUTTER; MATCH EXISTING	LF	6,219	_____ DOLLARS _____ CENTS		
623-B1	CONCRETE CURB (MATCH IN-KIND) (INCL. INTEGRAL TO SLAB)	LF	4,107	_____ DOLLARS _____ CENTS		
623-C	COMBINATION CURB AND GUTTER	LF	5,665	_____ DOLLARS _____ CENTS		
630-A	STEEL BEAM GUARDRAIL, CL A TYPE 2	LF	120	_____ DOLLARS _____ CENTS		
630-A1	STEEL BEAM GUARDRAIL,CL A TYPE 2, CASE 1	LF	126	_____ DOLLARS _____ CENTS		

See Spreadsheet A

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
630-C1	GUARDRAIL END ANCHOR,TYPE 8	EA	2	_____ DOLLARS _____ CENTS		
630-C2	GUARDRAIL END ANCHOR, TYPE 20 (MASH)	EA	5	_____ DOLLARS _____ CENTS		
630-C3	GUARDRAIL END ANCHOR, BOX END	EA	1	_____ DOLLARS _____ CENTS		
631-A	POST RESET	EA	6	_____ DOLLARS _____ CENTS		
631-B1	NEW POST AND SPACER BLOCKS	EA	3	_____ DOLLARS _____ CENTS		

See Spreadsheet K

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
631-D	NEW STEEL BEAM GUARDRAIL "ONLY"	LF	44	_____ DOLLARS _____ CENTS		
631-E1	GUARDRAIL END ANCHOR, TYPE 20 (RESET)	EA	1	_____ DOLLARS _____ CENTS		
631-E2	GUARDRAIL END ANCHOR, ALL TYPES (RESET)	EA	1	_____ DOLLARS _____ CENTS		
631-G1	GUARDRAIL REFLECTOR "X" TYPE (INCLUDES REMOVAL)	EA	12	_____ DOLLARS _____ CENTS		
631-G2	REFLECTORIZED OBJECT SAFETY MARKERS (TYPE III)	EA	2	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
640-B	MINOR UTILITY ADJUSTMENT (WATER)	EA	10	_____ DOLLARS _____ CENTS		
650-A	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	CY	500	_____ DOLLARS _____ CENTS		
652-A	SEEDING	ACRE	2.0	_____ DOLLARS _____ CENTS		
654-A	SOLID SODDING (MATCH EXISTING)	SY	4,000	_____ DOLLARS _____ CENTS		
656-A	MULCHING	ACRE	2.0	_____ DOLLARS _____ CENTS		

See Spreadsheet K

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
665-E	POLYETHYLENE	SY	200	_____ DOLLARS _____ CENTS		
665-G	SANDBAGS	EA	100	_____ DOLLARS _____ CENTS		
665-J	SILT FENCE	LF	400	_____ DOLLARS _____ CENTS		
665-Q	WATTLES	LF	200	_____ DOLLARS _____ CENTS		
674-A	CONSTRUCTION SAFETY FENCE	LF	200	_____ DOLLARS _____ CENTS		

See Spreadsheet A

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
690-A	PROJECT SIGN (PORTABLE)	EA	2	_____ DOLLARS _____ CENTS		
701-A5	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	MILE	1.0	_____ DOLLARS _____ CENTS		
701-A6	SOLID YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	MILE	2.0	_____ DOLLARS _____ CENTS		
701-A7	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	MILE	1.0	_____ DOLLARS _____ CENTS		
701-E1	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	MILE	2.0	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
703-A	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (INCL HC SPACES)	SF	4,048	_____ DOLLARS _____ CENTS		
703-B	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SF	200	_____ DOLLARS _____ CENTS		
703-D	TEMPORARY TRAFFIC CONTROL MARKINGS	SF	2,232	_____ DOLLARS _____ CENTS		
705-A1	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	EA	300	_____ DOLLARS _____ CENTS		
710-D	HAZARD MARKER (INCL. SIGNPOST) (OM 4-1)	SF	30	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
730-H	LOOP WIRE	LF	2,000	_____ DOLLARS _____ CENTS		
740-A	TRAFFIC CONTROL	LS	1	_____ DOLLARS _____ CENTS		
999-R	RUBBER RINGS FOR MANHOLES	EA	20	_____ DOLLARS _____ CENTS		
999-X	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	LS	1	FOURTY THOUSAND DOLLARS ZERO CENTS	$40,000.00	$40,000.00
				TOTAL AMOUNT		

Project No. 2024-3005-01
2024 CIP City of Mobile

BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206-C2	5,688	SY	REMOVAL CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	FIFTEEN DOLLARS AND FIFTY CENTS	$ 15.50	$ 88,164.00
206-C3	1,408	SY	REMOVAL CONCRETE DRIVEWAY (INCL. SAW CUTTING ALL DEPTHS)	FIFTEEN DOLLARS AND FIFTY CENTS	$ 15.50	$ 21,824.00
206-C4	3,153	SY	REMOVAL CONCRETE ROAD PANELS (INCL. SAW CUTTING ALL DEPTHS)	TWENTY EIGHT DOLLARS AND NO CENTS	$ 28.00	$ 88,284.00
206-C6	46	SY	REMOVE CONCRETE SLOPE PAVING	TWENTY ONE DOLLARS AND NO CENTS	$ 21.00	$ 966.00
206-D	244	LF	REMOVAL OF STEEL GUARDRAIL	THREE DOLLARS AND SIXTY CENTS	$ 3.60	$ 878.40
206-D2	11,995	LF	REMOVING CURB AND GUTTER ALL TYPES (INCL. SAW CUTTING)	THIRTEEN DOLLARS AND NO CENTS	$ 13.00	$ 155,935.00
206-D3	4,180	LF	REMOVING CURB (INCL. SAW CUTTING) (INTEGRAL CURB ON CONCRETE STREETS)	THIRTEEN DOLLARS AND NO CENTS	$ 13.00	$ 54,340.00
206-E1	8	EA	REMOVAL OF INLET (TOTAL STRUCTURE)	FIVE HUNDRED FIFTEEN DOLLARS AND NO CENTS	$ 515.00	$ 4,120.00
206-E2	45	EA	REMOVAL OF INLET LID-PARTIAL (ALL TYPES)	THREE HUNDRED TEN DOLLARS AND NO CENTS	$ 310.00	$ 13,950.00
206-E4	32	EA	REMOVE CONCRETE INLET THROATS	THREE HUNDRED TEN DOLLARS AND NO CENTS	$ 310.00	$ 9,920.00
206-E5	30	EA	REMOVAL OF POST (ALL TYPES)	THIRTY DOLLARS AND NO CENTS	$ 30.00	$ 900.00
206-E6	5	EA	REMOVAL OF GUARDRAIL END ANCHOR	THREE HUNDRED SIXTY DOLLARS AND NO CENTS	$ 360.00	$ 1,800.00
209-A2	8	EA	MAILBOX RESET (STANDARD)	ONE HUNDRED SEVENTY DOLLARS AND NO CENTS	$ 170.00	$ 1,360.00
210-A	725	CY	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	EIGHTEEN DOLLARS AND TEN CENTS	$ 18.10	$ 13,122.50
210-D	500	CY	BORROW EXCAVATION (TRUCK BED MEASURE)	TWENTY THREE DOLLARS AND TWENTY FIVE CENTS	$ 23.25	$ 11,625.00
214-A	191	CY	STRUCTURE EXCAVATION	FORTY DOLLARS AND NO CENTS	$ 40.00	$ 7,640.00
214-B	100	CY	FOUNDATION BACKFILL, COMMERCIAL	EIGHTY FIVE DOLLARS AND NO CENTS	$ 85.00	$ 8,500.00
260-A	36	CY	FLOWABLE FILL	TWO HUNDRED FORTY DOLLARS AND NO CENTS	$ 240.00	$ 8,640.00
301-A	1,460	SY	CRUSHED AGGREGATED BASE COURSE, TYPE B 6" Thick	TWENTY NINE DOLLARS AND NO CENTS	$ 29.00	$ 42,340.00
301-B	200	TON	CRUSHED AGGREGATE BASE COURSE, TYPE B, Thickness Varies	NINETY DOLLARS AND NO CENTS	$ 90.00	$ 18,000.00
305-B	140	TON	SELECTED MATERIALS, 57 STONE, FOR MISC. USE	NINETY DOLLARS AND NO CENTS	$ 90.00	$ 12,600.00
408-A1	230,300	SY	PLANING EXISTING PAVEMENT, 1"-2" Thick	ONE DOLLAR AND SEVENTY SIX CENTS	$ 1.76	$ 405,328.00
408-A2	8,000	SY	PLANING EXISTING PAVEMENT, 2.1"-3.5" Thick	TWO DOLLARS AND NO CENTS	$ 2.00	$ 16,000.00
429-A1	22,028	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165 LB/SY, (INCL. TACK COAT & CLEANING GUTTERS)	ONE HUNDRED THIRTY DOLLARS AND NO CENTS	$ 130.00	$ 2,863,640.00
429-A2	920	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURACE, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 220LB/SY, (INCL. TACK COAT)	ONE HUNDRED TEN DOLLARS AND NO CENTS	$ 110.00	$ 101,200.00
429-B1	600	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURACE, LEVELING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B UP TO 165LB/SY. (INCL. TACK COAT)	ONE HUNDRED TEN DOLLARS AND NO CENTS	$ 110.00	$ 66,000.00
429-B3	320	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURACE, UPPER BINDER, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 220LB/SY, (INCL. TACK COAT)	ONE HUNDRED TEN DOLLARS AND NO CENTS	$ 110.00	$ 35,200.00
450-A	2,136	SY	REINFORCED CONCRETE PAVEMENT, 6" THICK	EIGHTY SEVEN DOLLARS AND EIGHTY FIVE CENTS	$ 87.85	$ 187,647.60
533-B1	240	LF	18x11" RCAP STORM SEWER PIPE	ONE HUNDRED FOURTEEN DOLLARS AND NO CENTS	$ 114.00	$ 27,360.00
533-C1	1	EA	CONNECT TO EXISTING INLET	FIVE HUNDRED FIFTEEN DOLLARS AND NO CENTS	$ 515.00	$ 515.00
600-A	1	LS	MOBILIZATION	SIXTY THOUSAND DOLLARS AND NO CENTS	$ 60,000.00	$ 60,000.00
614-B	46	SY	CONCRETE SLOPE PAVING, 5" THICK	SIXTY SEVEN DOLLARS AND FIFTEEN CENTS	$ 67.15	$ 3,088.90
618-A1	4,780	SY	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	SIXTY TWO DOLLARS AND NO CENTS	$ 62.00	$ 296,360.00
618-A2	400	SY	CONCRETE SIDEWALK (INCL. EXCAVATION) (MISC SITES)	SEVENTY SEVEN DOLLARS AND FIFTY CENTS	$ 77.50	$ 31,000.00
618-A3	190	SY	CONCRETE SIDEWALK, 5" THICK (INCL. EXCAVATION)	SIXTY SEVEN DOLLARS AND FIFTEEN CENTS	$ 67.15	$ 12,758.50
618-B	1,408	SY	CONCRETE DRIVEWAY, 6" THICK (INCL. EXCAVATION)	SIXTY SEVEN DOLLARS AND FIFTEEN CENTS	$ 67.15	$ 94,547.20
618-D1	129	EA	HANDICAP RAMP, TYPE A	ONE THOUSAND SIX HUNDRED FIFTY FIVE DOLLARS AND NO CENTS	$ 1,655.00	$ 213,495.00
618-D2	21	EA	HANDICAP RAMP, TYPE C	ONE THOUSAND SEVEN HUNDRED FIVE DOLLARS AND NO CENTS	$ 1,705.00	$ 35,805.00
618-D3	5	EA	HANDICAP RAMP, TYPE D	ONE THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND NO CENTS	$ 1,860.00	$ 9,300.00
618-E	209	EA	TRUNCATED DOME INSERT, NEW CONSTRUCTION	TWO HUNDRED EIGHTY FIVE DOLLARS AND NO CENTS	$ 285.00	$ 59,565.00
620-A	16	CY	MINOR STRUCTURE CONCRETE	SEVEN HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS	$ 775.00	$ 12,400.00
621-A	1	EA	JUNCTION BOX (DOGHOUSE)	FIVE THOUSAND TWO HUNDRED DOLLARS AND NO CENTS	$ 5,200.00	$ 5,200.00

621-C1	7	EA	INLET,TYPE GRATE	FOUR THOUSAND NINE HUNDRED SIXTY DOLLARS AND NO CENTS	$ 4,960.00	$ 34,720.00
621-C4	36	EA	INLET, PARTIAL (TOP- RELACE)	TWO THOUSAND SIXTY FIVE DOLLARS AND NO CENTS	$ 2,065.00	$ 74,340.00
621-C5	3	EA	INLET, PARTIAL (TOP - MODIFY to S-TYPE)	TWO THOUSAND FIVE HUNDRED EIGHTY FIVE DOLLARS AND NO CENTS	$ 2,585.00	$ 7,755.00
621-C6	2	EA	INLET, PARTIAL (TOP-MODIFY TO CURB TYPE)	TWO THOUSAND FIVE HUNDRED EIGHTY FIVE DOLLARS AND NO CENTS	$ 2,585.00	$ 5,170.00
621-C7	32	EA	INLET,PARTIAL (THROAT)	ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS	$ 1,550.00	$ 49,600.00
621-N1	2	EA	REPAIR OF ROADWAY DRAIN (INLET REPAIR)	TWO THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS	$ 2,275.00	$ 4,550.00
621-N2	200	SF	PATCHING, Up to 2", (Euclid- Speedcrete Redline)	TWO HUNDRED FIFTEEN DOLLARS AND NO CENTS	$ 215.00	$ 43,000.00
623-A	6,219	LF	CONCRETE VALLEY GUTTER; MATCH EXISTING	THIRTY SIX DOLLARS AND FIFTEEN CENTS	$ 36.15	$ 224,816.85
623-B1	4,107	LF	CONCRETE CURB (MATCH IN-KIND) (INCL INTEGRAL TO SLAB)	THIRTY SIX DOLLARS AND FIFTEEN CENTS	$ 36.15	$ 148,468.05
623-C	5,665	LF	COMBINATION CURB AND GUTTER	THIRTY SIX DOLLARS AND FIFTEEN CENTS	$ 36.15	$ 204,789.75
630-A	120	LF	STEEL BEAM GUARDRAIL, CL A TYPE 2	THIRTY THREE DOLLARS AND NO CENTS	$ 33.00	$ 3,960.00
630-A1	126	LF	STEEL BEAM GUARDRAIL,CL A TYPE 2, CASE 1	ONE HUNDRED FORTY DOLLARS AND NO CENTS	$ 140.00	$ 17,640.00
630-C1	2	EA	GUARDRAIL END ANCHOR,TYPE 8	ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS	$ 1,550.00	$ 3,100.00
630-C2	5	EA	GUARDRAIL END ANCHOR, TYPE 20 (MASH)	THREE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS	$ 3,250.00	$ 16,250.00
630-C3	1	EA	GUARDRAIL END ANCHOR, BOX END	ONE HUNDRED EIGHTY DOLLARS AND NO CENTS	$ 180.00	$ 180.00
631-A	6	EA	POST RESET	SIXTY FIVE DOLLARS AND NO CENTS	$ 65.00	$ 390.00
631-B1	3	EA	NEW POST AND SPACER BLOCKS	ONE HUNDRED FIFTEEN DOLLARS AND NO CENTS	$ 115.00	$ 345.00
631-D	44	LF	NEW STEEL BEAM GUARDRAIL "ONLY"	TWENTY ONE DOLLARS AND NO CENTS	$ 21.00	$ 924.00
631-E1	1	EA	GUARDRAIL END ANCHOR, TYPE 20 (RESET)	ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS	$ 1,550.00	$ 1,550.00
631-E2	1	EA	GUARDRAIL END ANCHOR, ALL TYPES (RESET)	ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS	$ 1,550.00	$ 1,550.00
631-G1	12	EA	GUARDRAIL REFLECTOR "X" TYPE (INCLUDES REMOVAL)	THIRTY DOLLARS AND NO CENTS	$ 30.00	$ 360.00
631-G2	2	EA	REFLECTORIZED OBJECT SAFETY MARKERS (TYPE III)	TWO HUNDRED DOLLARS AND NO CENTS	$ 200.00	$ 400.00
640-B	10	EA	MINOR UTILITY ADJUSTMENT (WATER)	ONE HUNDRED FIFTY DOLLARS AND NO CENTS	$ 150.00	$ 1,500.00
650-A	500	CY	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	FIFTY DOLLARS AND NO CENTS	$ 50.00	$ 25,000.00
652-A	2.0	ACRE	SEEDING	ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS	$ 1,250.00	$ 2,500.00
654-A	4,000	SY	SOLID SODDING (MATCH EXISTING)	EIGHT DOLLARS AND NO CENTS	$ 8.00	$ 32,000.00
656-A	2.0	ACRE	MULCHING	ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS	$ 1,750.00	$ 3,500.00
665-E	200	SY	POLYETHYLENE	SEVEN DOLLARS AND TWENTY FIVE CENTS	$ 7.25	$ 1,450.00
665-G	100	EA	SANDBAGS	SIX DOLLARS AND NO CENTS	$ 6.00	$ 600.00
665-J	400	LF	SILT FENCE	SIX DOLLARS AND FIFTY CENTS	$ 6.50	$ 2,600.00
665-Q	200	LF	WATTLES	SIXTEEN DOLLARS AND NO CENTS	$ 16.00	$ 3,200.00
674-A	200	LF	CONSTRUCTION SAFETY FENCE	EIGHT DOLLARS AND NO CENTS	$ 8.00	$ 1,600.00
690-A	2	EA	PROJECT SIGN (PORTABLE)	EIGHT HUNDRED FIFTY DOLLARS AND NO CENTS	$ 850.00	$ 1,700.00
701-A5	1.0	MILE	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	FOUR THOUSAND THREE HUNDRED FORTY DOLLARS AND NO CENTS	$ 4,340.00	$ 4,340.00
701-A6	2.0	MILE	SOLID YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	FOUR THOUSAND THREE HUNDRED FORTY DOLLARS AND NO CENTS	$ 4,340.00	$ 8,680.00
701-A7	1.0	MILE	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE 5" WIDE	TWO THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS	$ 2,700.00	$ 2,700.00
701-E1	2.0	MILE	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	ONE THOUSAND EIGHTY FIVE DOLLARS AND NO CENTS	$ 1,085.00	$ 2,170.00
703-A	4,048	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (INCL HC SPACES)	SIX DOLLARS AND TWENTY CENTS	$ 6.20	$ 25,097.60
703-B	200	SF	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SEVEN DOLLARS AND SEVENTY FIVE CENTS	$ 7.75	$ 1,550.00
703-D	2,232	SF	TEMPORARY TRAFFIC CONTROL MARKINGS	THREE DOLLARS AND TEN CENTS	$ 3.10	$ 6,919.20
705-A1	300	EA	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	TEN DOLLARS AND THIRTY FIVE CENTS	$ 10.35	$ 3,105.00
710-D	30	SF	HAZARD MARKER (INCL. SIGNPOST) (OM 4-1)	SEVEN DOLLARS AND TWENTY FIVE CENTS	$ 7.25	$ 217.50
730-H	2,000	LF	LOOP WIRE	FOUR DOLLARS AND FIFTEEN CENTS	$ 4.15	$ 8,300.00
740-A	1	LS	TRAFFIC CONTROL	TEN THOUSAND DOLLARS AND NO CENTS	$ 10,000.00	$ 10,000.00
999-R	20	EA	RUBBER RINGS FOR MANHOLES	ONE HUNDRED TWENTY FIVE DOLLARS AND NO CENTS	$ 125.00	$ 2,500.00
999-X	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	FORTY THOUSAND DOLLARS AND NO CENTS	$40,000.00	$ 40,000.00
			TOTAL AMOUNT	SIX MILLION ONE HUNDRED THIRTY SIX THOUSAND FOUR HUNDRED SEVEN DOLLARS AND FIVE CENTS	$	6,136,407.05

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 Mobile Asphalt Company, LLC

SIGNATURE V.P

DATE 5/15/24 Tom Whitmer

Base Bid

Total (All items listed in Proposal) 6,136,407.05

Written in words Six Million, One Hundred Thirty Six Thousand, Four Hundred Seven Dollars and Five Cents

Number of working days to complete 220

Signature of Bidder Mobile Asphalt Company, LLC
(If a firm or individual)
John Whitman V.P.

Address of Bidder 3151 Hamilton Blvd
Theodore, AL. 36582

By John Whitman V.P.

Signature of Bidder N/A
(If a Corporation)

By N/A
President

Print

N/A
Secretary

Print

N/A
Treasurer

Print

Business Address N/A

Business Address N/A

Business Address N/A

(Corporate Seal)

ATTEST: N/A
Secretary

Name of State under the Laws of which the Corporation was chartered:

21229
State License Number

Corporate Seal N/A

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Mobile Asphalt Company, LLC
(Name of Contractor)
3151 Hamilton Blvd., Floor 2, Theodore, AL 36582
(Address)
as Principal, and United States Fire Insurance Company
(Name of Surety)
305 Madison Avenue, Morristown, NJ 07960
(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 **2024 CIP Resurfacing , City of Mobile Project No. *2024-3005-01.***

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 April 25, 2024 (Date)

Mobile Asphalt Company, LLC (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

John Whitman

United States Fire Insurance Company (Name of Surety)

COUNTERSIGNED: N/A

Alabama Resident Agent By _____

Jeffrey M. Wilson, Attorney-in-Fact & AL Resident Agent (AL License #26623)

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

50915

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey M. Wilson, Richard H. Mitchell, William M. Smith, Robert R. Freel, Anna K. Childress, Mark W. Edwards, II, Alisa B. Ferris, Robert Read Davis, R.E. Daniels, Shelby E. Daniels

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 25 day of April 20 24

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 21229

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MOBILE ASPHALT COMPANY LLC

MOBILE, AL 36619

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **April 30, 2025** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

25th day of **April, 2024**

204803

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

359

Company ID Number: 181956

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Mobile Asphalt Company, L.L.C.

Company Facility Address: 3151 Hamilton Blvd
Theodore, AL 36582

Company Alternate Address: P.O. Box 190279
Mobile, AL 36619

County or Parish: MOBILE

Employer Identification Number: 631053083

North American Industry Classification Systems Code: 237

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Company ID Number: 181956

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**John T Whitman**		
Telephone Number:	**(251) 408 - 0770 ext. 113113**	Fax Number:	**(251) 408 - 0780**
E-mail Address:	**jwhitman@mobileasphalt.com**		
Name:	**Tammy Carpenter**		
Telephone Number:	**(251) 408 - 0770**	Fax Number:	**(251) 408 - 0780**
E-mail Address:	**tcarpenter@mobileasphalt.com**		

E-Verify™

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 181956

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Mobile Asphalt Company, L.L.C.

John T Whitman	V.P.
Name (Please Type or Print)	Title
Electronically Signed	01/19/2009
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	01/19/2009
Signature	Date

Alabama Department of Transportation DATE: 3/28/2024

PREQUALIFIED PRIME CONTRACTORS PAGE: 15

NUMBER	CONTRACTOR NAME	STREET ADDRESS	MAILING ADDRESS	PHONE NUMBER
13008	MOBILE ASPHALT COMPANY, LLC	3151 HAMILTON BOULEVARD THEODORE AL 36582	P. O. BOX 190279 MOBILE AL 36619	(251)408-0770
13021	MURPHREE BRIDGE CORPORATION	1627 COUNTY ROAD 1149 TROY AL 36079	1627 COUNTY ROAD 1149 TROY AL 36079	(334)566-0756
*13023	MASSMAN CONSTRUCTION CO.	4400 W. 109th ST., SUITE 300 OVERLAND PARK KS 66211-1319	4400 W. 109th St., STE 300 OVERLAND PARK KS 66211-1319	(913)291-2600
*13089	J. L. MCCOOL CONTRACTORS, INC.	11700 HWY. 613 MOSS POINT MS 39562	P. O. BOX 1765 PASCAGOULA MS 39568-1765	(228)769-9771
*13090	M & J CONST CO OF PINELLAS COUNTY, INC.	809 S. SAFFORD AVENUE TARPON SPRINGS FL 34689	809 S. SAFFORD AVENUE TARPON SPRINGS FL 34689	(727)938-6478
13092	MCCLAIN CONTRACTING COMPANY, INC.	18229 MOORE ROAD ANDALUSIA AL 36420	18229 MOORE ROAD ANDALUSIA AL 36420	(334)222-4388
13093	MCDONALD CONSTRUCTION CO., INC.	10790 HIGHWAY 82 UNION SPRINGS AL 36089	10790 HIGHWAY 82 UNION SPRINGS AL 36089	(334)738-8800
13096	ROTHEL MOODY CONTRACTING, INC.	25552 HIGHWAY 84 WEST OPP AL 36467	P. O. BOX 14 OPP AL 36467	(334)493-7832
13100	MANNING CONSTRUCTION, LLC	5440 COUNTY ROAD 490 HANCEVILLE AL 35077	5440 COUNTY ROAD 490 HANCEVILLE AL 35077	(256)735-4435
13102	MOODY'S ELECTRIC, INC.	40150 STATE HIGHWAY 59 BAY MINETTE AL 36507	P. O. BOX 1715 BAY MINETTE AL 36507	(251)202-8025
13109	MSE BUILDING COMPANY, INC.	5500 DERBY DRIVE BIRMINGHAM AL 35210	P. O. BOX 125 ALTON AL 35015	(205)833-9010
*13121	THE MILLER PAVING GROUP, INC.	1715 NOLAN COURT MORROW GA 30260	1715 NOLAN COURT MORROW GA 30260	(770)968-9100

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Mobile Asphalt Company, LLC as Principal and United States Fire Insurance Company 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 Six Million One Hundred Thirty-Six Thousand Four Hundred Seven Dollars and 05/100 Dollars ($ 6,136,407.05) 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 2024 CIP Resurfacing Project #2024-3005-01 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

Mobile Asphalt Co. LLC (SEAL)

_____ (Print)

_____ (SEAL)

Limited Liability Company (Print)

_____ (SEAL)

_____ (Print)

In the presence of:

_____

Shaun Shugart

Jimmy Loftin

(Corporate Name) Mobile Asphalt Company, LLC

BY: _____

(Signature)

_____

(Print)

ATTEST: _____

(Signature)

_____ (Print)

ITS: _____ ITS: _____

(Title)

(Surety sign here) (Corporate name) United States Fire Insurance Company

BY: _____

(Signature)

Jeffrey M. Wilson

(Print)

ATTEST: _____

(Signature)

Mark W. Edwards, II (Print)

ITS: SVP - Surety

ITS: Attorney-in-Fact

(Title)

Corporate Seal

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

50915

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey M. Wilson, Richard H. Mitchell, William M. Smith, Robert R. Freel, Anna K. Childress, Mark W. Edwards, II, Alisa B. Ferris, Robert Read Davis, R.E. Daniels, Shelby E. Daniels

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Mobile Asphalt Company, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

United States Fire Insurance Company 305 Madison Ave., Morristown, NJ 07960 (Inc. in DE)
(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 Six Million One Hundred Thirty-Six Thousand Four Hundred Seven Dollars and 05/100 dollars ($ 6,136,407.05), 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 2024 CIP Resurfacing, Project #2024-3005-01 which agreement is by reference made a part hereof.

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)

(Corporate Name) Mobile Asphalt Company, LLC

BY: _____

(Signature)

_____

(Print)

ITS: _____

(Title)

ATTEST:

_____

(Signature)

_____(Print)

ITS: _____

(Title)

(Surety sign here) (Corporate name)

United States Fire Insurance Company

BY: _____

(Signature)

Jeffrey M. Wilson

(Print)

ITS: Attorney-in-Fact

(Title)

ATTEST:

_____

(Signature)

Mark W. Edwards, II (Print)

ITS: SVP - Surety

(Title)

Corporate Seal

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

50915

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey M. Wilson, Richard H. Mitchell, William M. Smith, Robert R. Freel, Anna K. Childress, Mark W. Edwards, II, Alisa B. Ferris, Robert Read Davis, R.E. Daniels, Shelby E. Daniels

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

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: The CONTRACTOR shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONTRACTOR or the CONTRACTOR'S agent, CONTRACTOR under contract, or other entity for which CONTRACTOR is legally liable. CONTRACTOR shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONTRACTOR or its agents covered by CONTRACTOR'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONTRACTOR to procure and maintain professional liability insurance that satisfies the named requirements. CONTRACTOR shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONTRACTOR'S liability, or in proportion to the extent CONTRACTOR participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONTRACTOR to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: CONTRACTOR shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. Insurance: 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 (10%) ten percent (with the waiver) 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. N/A

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. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

21. 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).

22. 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 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. **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 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.**

30. 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.

31. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

32. 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.

33. 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.

34. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

35. 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.

36. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

37. 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.

38. 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.

39. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

40. 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.

41. 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.

42. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

43. There will be **NO** adjustment to fuel or asphalt index for this project.

44. 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.

45. 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 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.

46. 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.

47. 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.

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.

66. 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.

67. The contractor shall provide adequate light plant(s) for all milling and paving operations during night work. The Engineer and Owner shall request additional lighting to be provided if deemed inadequate. (No direct payment)

68. The contractor shall "NOT" perform milling or paving operations within "72 Hour" of a concrete pour, repair, or installation of a new feature that is adjacent to the paving surface.

69. The contractor shall "Hand Fill" paving patch between and adjacent to speed tables that are encountered during this project.

70. The contractor shall install manhole rubber rings for exposed manhole (tops) following milling operations if paving is not scheduled within 48 hours of milling the roadway. Rubber rings will be paid for "one time" under item 999-R, per each, and reused throughout the project.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 11th day of June, 2024, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Mobile Asphalt Company, 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:

Project Name: 2024 CIP Resurfacing
Project No: 2024-3005-01
Project Description: Street Resurfacing and related work
Major work items include: Resurfacing

City of Mobile Project Number **2024-3005-01**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$ 6,136,407.05**) 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 engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Sawgrass Consulting, LLC.**

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 Capital Funding. 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)

Mobile Asphalt Company, L.L.C.

CONTRACTOR

_____

AN INDIVIDUAL

John Whitman (Print)

Limited Liability Company

WITNESSES:

_____

Shaun Shugart (Print)

_____

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: _____

ITS PRESIDENT

_____(Print)

ATTEST:

_____

ITS SECRETARY

_____(Print)

Corporate Seal

_____

DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that John Whitman, whose name is signed to the foregoing instrument in the capacity of Vice President of Mobile Asphalt Co. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 11 day of June, 2024.

Tori Scheer

NOTARY PUBLIC My Commission Expires:

TORI SCHEER
Notary Public, Alabama State at Large
My Commission Expires May 24 2026

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

246.04 METHOD OF MEASUREMENTS

The quantity of Gabions will be field measured along the channel face of the gabion baskets and shall be paid for at the contract unit price per linear foot for Item 246-A. Linear foot price bid shall include all cost associated with temporary sheet pile shoring in addition to furnishing all the quantity of gabions and stone filled voids filled with stone ordered and acceptably placed.

Excavation and backfill of gabions will be paid for as specified in Item 210-B Channel Excavation.

6. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/4" 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

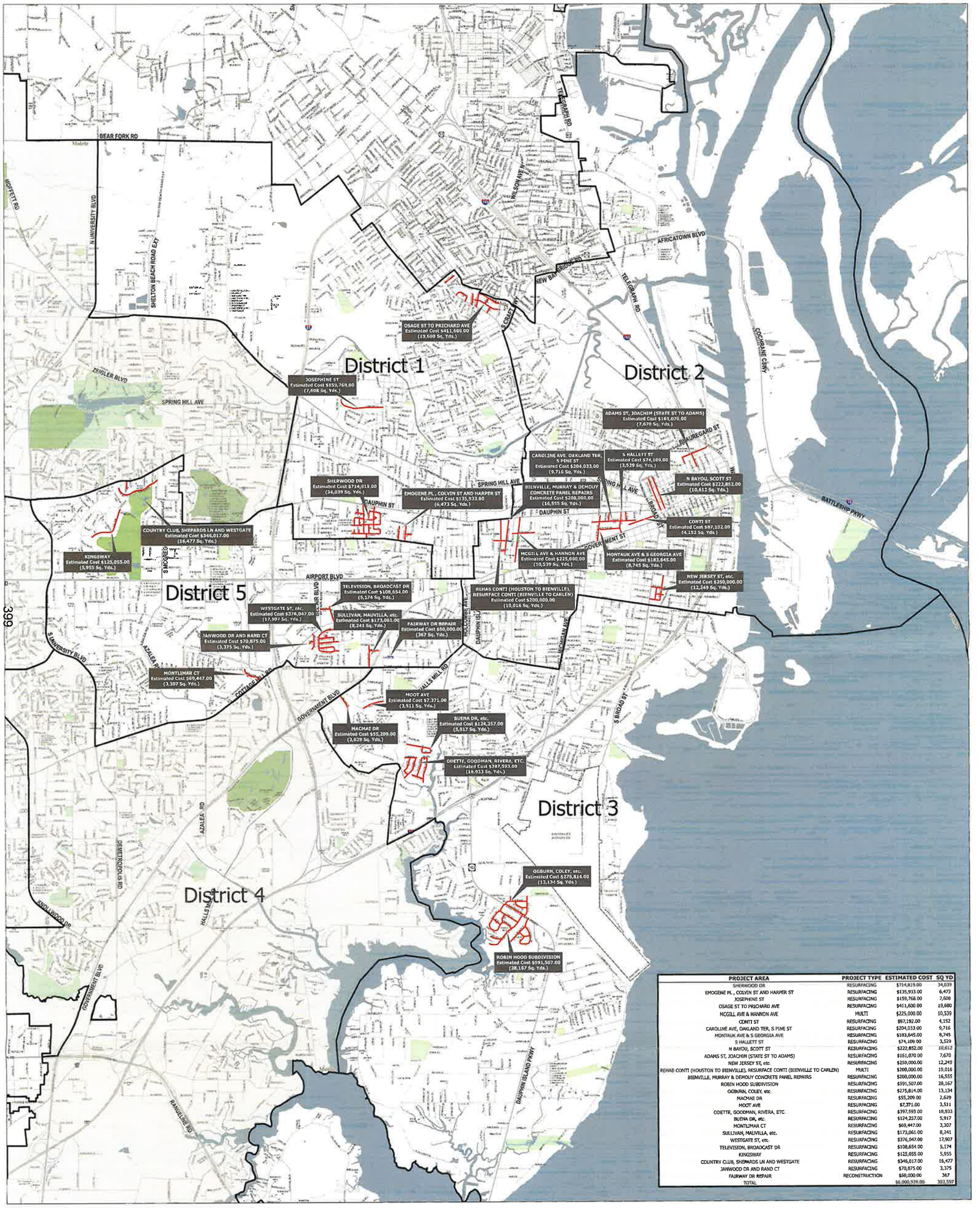
Materials
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

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



PROJECT AREA	PROJECT TYPE	ESTIMATED COST	SQ YD
SHERWOOD DR	RESURFACING	$714,819.00	34,039
EMOGENE PL, COLVIN ST AND HARPER ST	RESURFACING	$135,933.00	6,473
JOSEPHINE ST	RESURFACING	$159,768.00	7,608
OSAGE ST TO PRICHARD AVE	RESURFACING	$411,600.00	19,600
MCGILL AVE & HANNON AVE	MULTI	$225,000.00	10,539
CONTI ST	RESURFACING	$87,192.00	4,152
CAROLINE AVE, OAKLAND TER, S PINE ST	RESURFACING	$204,033.00	9,716
MONTAUK AVE & S GEORGIA AVE	RESURFACING	$183,645.00	8,745
S HALLETT ST	RESURFACING	$74,109.00	3,529
N BAYOU, SCOTT ST	RESURFACING	$222,852.00	10,612
ADAMS ST, JOACHIM (STATE ST TO ADAMS)	RESURFACING	$161,070.00	7,670
NEW JERSEY ST, etc.	RESURFACING	$250,000.00	12,249
REHAB CONTI (HOUSTON TO BIENVILLE), RESURFACE CONTI (BIENVILLE TO CARLEN)	MULTI	$200,000.00	10,016
BIENVILLE, MURRAY & DEMOUY CONCRETE PANEL REPAIRS	RESURFACING	$200,000.00	16,555
ROBIN HOOD SUBDIVISION	RESURFACING	$591,507.00	28,167
OGBURN, COLEY, etc.	RESURFACING	$275,814.00	13,134
MACMAE DR	RESURFACING	$55,209.00	2,629
MOOT AVE	RESURFACING	$7,371.00	3,511
ODETTE, GOODMAN, RIVERA, ETC	RESURFACING	$397,593.00	18,933
BUENA DR, etc.	RESURFACING	$124,257.00	5,917
MONTLIMAR CT	RESURFACING	$69,447.00	3,307
SULLIVAN, MAUVILLA, etc.	RESURFACING	$173,061.00	8,241
WESTGATE ST, etc.	RESURFACING	$376,047.00	17,907
TELEVISION, BROADCAST DR	RESURFACING	$108,654.00	5,174
KINGSWAY	RESURFACING	$125,055.00	5,955
COUNTRY CLUB, SHEPARDS LN AND WESTGATE	RESURFACING	$346,017.00	16,477
JANWOOD DR AND RAND CT	RESURFACING	$70,875.00	3,375
FAIRWAY DR REPAIR	RECONSTRUCTION	$50,000.00	367
TOTAL		$6,000,979.00	303,597

2024 CIP Pavement Plan
Districts 1,2,3 & 5
City of Mobile

Legend
PROJECT_TYPE
MULTI
RECONSTRUCTION
RESURFACING

MOBILE
ALABAMA

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/11/2024

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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED Mobile Asphalt Company, LLC PO Box 190279 Mobile, AL 36619	INSURER A: Continental Insurance Company — NAIC # 35289 INSURER B: Continental Casualty Company — 20443 INSURER C: American Casualty Company of Reading Penns — 20427 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W33858919 **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:	Y	Y	7064112361	04/01/2024	04/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	7064112375	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible BI/PD	$ 2,000,000 $ $ $ $ 25,000.00
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	7064112392	04/01/2024	04/01/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [No] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	7064112389	04/01/2024	04/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

This Voids and Replaces Previously Issued Certificate Dated 05/23/2024 WITH ID: W33601230.

Umbrella policy is follow form.

Re: Project: 2024 CIP Resurfacing
Project No. 2024-3005-01

CERTIFICATE HOLDER

City of Mobile, Alabama
205 Government Street, 9th Floor South
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

SR ID: 25999551 BATCH: 3496456

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.	NAMED INSURED Mobile Asphalt Company, LLC PO Box 190279 Mobile, AL 36619
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Mobile and SAWGRASS, L.L.C. are included as Additional Insureds as respects to General Liability, Auto Liability and Umbrella Liability.

General Liability, Auto Liability and Umbrella Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of City of Mobile and SAWGRASS, L.L.C. with respects to General Liability, Auto Liability and Umbrella Liability.

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The ACORD name and logo are registered marks of ACORD

SR ID: 25999551 BATCH: 3496456 CERT: W33858919

NOTICE OF CANCELLATION OR MATERIAL CHANGE - DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE
1. Number of days advance notice:
10 Days if we cancel for non-payment of premium. 30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. Person or Organization's Name and Address	
Name:	City of Mobile and Sawgrass, LLC
Attention:	
Street Address:	205 GOVERNMENT STREET 9TH FL SOU
City, State, ZIP:	MOBILE, AL 36633
e-mail address:	

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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CHANGES – NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

PARAMOUNT UMBRELLA LIABILITY POLICY

PARAMOUNT EXCESS LIABILITY POLICY

It is understood and agreed as follows:

I. In the event of cancellation of this coverage during the **policy period** for a reason other than nonpayment of premium, the Insurer agrees to mail prior written notice of cancellation to:

SCHEDULE

Name	Address	Number of Days Advanced Notice
City of Mobile and Sawgrass, LLC	205 Government Street, 9th Floor South Mobile, AL 36633	60

II. If this Endorsement is attached to the PARAMOUNT EXCESS LIABILITY POLICY, then the bolded term "**policy period**" is deleted in its entirety and replaced with the term "policy period".

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY:**

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

1. **Number of days advance notice:**

   For nonpayment of premium:

   10

   For any other reason:

   30

2. **Name and Address of Person or Organization:**

   CITY OF MOBILE AND SAWGRASS, LLC
   205 GOVERNMENT STREET, 9TH FLOOR SOUTH
   MOBILE, AL 36633

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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ATTACHMENT "C"

SUBCONTRACTIN PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2024-3005-01 Current Date 3 /26 /24

Project Description 2024 CIP Resurfacing City Council Districts 1,2,3 & 5

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Reduction of the 15% goal to a 10% goal is requested due to small quantity of subcontractor supplied pay items, time sensitivity, and nature of work.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 3/26/2024 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) (Title) 4/3/2024 (Date)

Approved By (CAO)

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, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

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, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Mobile Asphalt Company, LLC
Address	P.O. Box 190279 Mobile, AL 36619
Telephone	251-408-0770
E-Mail	jtwhitman@mobileasphalt.com

RFP/RFQ Solicitation Number	~~200~~ 2024-3005-01
Project Description	2024 Resurfacing - Districts 1, 2, 3 & 5
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male ~~120~~ Female 20 Minority 55 Non-minority 45 Vets _____ Total #of Employees 140

Subcontractor/Major Supplier Plan submitted by:

Printed Name: John Whitman

Signature: _____ Date: 5/15/24

Title: Vice-President

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

Name: Shawn Shugart Title: Asst. Mgr.

E-mail:_ Phone: sshugart@mobileasphalt.com 251-408-0770

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, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # 2024-3005-001 Your Bid/Proposal Amount $ ~~6,133,407.05~~ 6,136,407.05 Date: 5 / 15 / 24

Description CIP Resurfacing Districts ~~1,2,3,4~~ 1,2,3+5

Name of Bidder/Proposer: Mobile Asphalt Company, LLC

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
~~E. Moore Const. Co. LLC~~	251 ~~633-2330~~	~~Concrete~~			Yes	
C+H Construction	251 402-5447	Guardrail	49,223.00	1%	NO	
Ozark Striping	334 774-2138	Striping	60,284.00	1%	NO	
Bennett Const. LTD	251 382-6626	Concrete	1,635,588.00	26%	YES	

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Mobile Asphalt Co LLC

Contact Person: John Whitman Phone 251-402-1635 Email jtwhitman@mobileasphalt.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach ~~15% of~~ 10% 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 ALDOT DBE 's
✓		**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.
✗		**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 on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
	✓	**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.

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, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied: GOAL WAS MET

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	**Certified DBE:** YES NO	**Contract Start Date:**
DESCRIPTION:		**Estimated Completion Date:**

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/____
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared John Whitman (affiant) who, being duly sworn says as follows:

Vice - President/CEO of Mobile Asphalt Co. LLC.

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 Vice-President for Mobile Asphalt that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Mobile Asphalt Co is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 181956.

John Whitman

~~CEO~~ V.P. of Mobile Asphalt Co LLC

Sworn to and subscribed before me this the 15 day of May, 2024

I certify that the affiant is known to me to be the identical party he or she claims to be.

Susan G. Bembry-Adams

Signature and Seal of Notary Public

SUSAN G. BEMBRY-ADAMS
MY COMMISSION EXPIRES
NOTARY
PUBLIC
03/27/2027
ALABAMA STATE AT LARGE

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. 2024-3005-01
PROJECT NAME 2024 CIP Resurfacing

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. **2024-3005-01**
PROJECT NAME 2024 CIP Resurfacing

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.

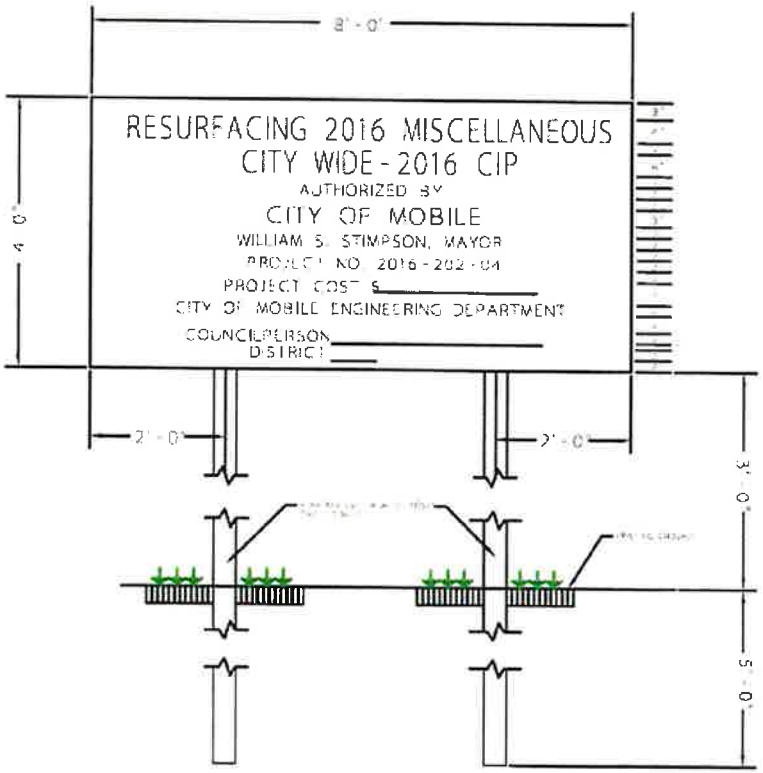
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

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



Note: This detail is provided as an example only. Text will be project specific.

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
ENGINEERING DEPT
CITY STANDARDS
PROJECT SIGN DETAIL
SIGN 1 OF 2

SCALE: N.T.S. | DATE: NOV 20, 2013

ATTACHMENT "F"

PROJECT ADDENDUMS

ADDENDUM NO. 3

2024 CIP Resurfacing Districts 1,2,3&5

CITY OF MOBILE PROJECT NO. **2024-3005-01**
BID DATE: May 15, 2024
ADDENDUM NO. 3
ISSUED: May 13, 2024

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

REMOVE: ITEM III – PROPOSAL, Sheets 10-30 in its entirety.
REPLACE: ITEM III – PROPOSAL, Sheets 10-30 that have been attached to this addendum.

We, as duly authorized representatives of Mobile Asphalt Co. LLC. (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.

Signature

5/13/24
Date

John G Hinson
Printed Name

***CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.**

ADDENDUM NO. 3

ADDENDUM NO. 3

ADDENDUM NO. 2

2024 CIP Resurfacing Districts 1,2,3&5

CITY OF MOBILE PROJECT NO. **2024-3005-01**
BID DATE: May 15, 2024
ADDENDUM NO. 2
ISSUED: May 6, 2024

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

1. **Item I, Invitation to Bid, Bid Date has been rescheduled from May 8, 2024 to May 15, 2024 at 2:30 p.m. Local time.**

We, as duly authorized representatives of Mobile Asphalt (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.

Signature

5/6/24
Date

John Whitman
Printed Name

***CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.**

ADDENDUM NO. 2

ADDENDUM NO. 1

2024 CIP Resurfacing Districts 1,2,3&5

CITY OF MOBILE PROJECT NO. **2024-3005-01**
BID DATE: May 8, 2024
ADDENDUM NO. 1
ISSUED: April 30, 2024

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

1. **Item I, Invitation to Bid, Bid Date has been rescheduled from May 1, 2024 to May 8, 2024 at 2:30 p.m. Local time.**

We, as duly authorized representatives of Mobile Asphalt Co LLC (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.

Signature

4/30/24
Date

John Whitman V.P.
Printed Name

***CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.**

ADDENDUM NO. 1

ATTACHMENT "G"

SALES 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: 5/15/24

Name of Project: **2024 CIP Resurfacing**
Project Number: **2024-3005-01**

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:	$ 1,060,000
ADDITIVE ALTERNATE #1:	$ N/A

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 Mobile Asphalt Company, LLC

Mailing Address P.O. Box 190279 Mobile, AL 36619

***By (Legal Signature)**

*Name (type or print) John Callaway (Seal) N/A

*Title Vice-President

Telephone Number 251-408-0770

ATTACHMENT "H"

2024 CIP RESURFACING MAP BOOK

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Nick Amberger, P.E. Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, William Carroll, C.J. Small and Joel Daves.

Purpose and Scope of Project:

Approve contract with Southern Earth Sciences, Inc. for geotechnical engineering services.

Amount of Contract:

$105,000.00

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000.48030 **Contract Number:**4993

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Testing Services	Cover Memo	6/12/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	6/13/2024 - 8:09 AM
Capital	Collins, Scott	Approved	6/13/2024 - 8:50 AM
Legal	Kern, Chris	Approved	6/13/2024 - 11:46 AM
Mayors Office	Barber, James	Approved	6/13/2024 - 1:16 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 CIP Resurfacing City Council Districts 1, 2,3, & 5
COM Project: 2024-3005-01

PROJECT #: RSF24 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: $105,000.00

VENDOR NAME: Southern Earth Sciences, Inc.

VENDOR NUMBER: 195545

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___**N X**__; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Jessica White **Date** 6/12/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, and Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Southern Earth Sciences, Inc.

Project Name: 2024 CIP Resurfacing City Council Districts 1, 2, 3 & 5
COM Project#2024-3005-01

Estimated Cost: $105,000.00

Adopted:

_____
City Clerk

MOBILE
ALABAMA

2024 CIP RESURFACING, CITY COUNCIL DISTRICTS 1,2,3&5

GEOTECHNICAL CONTRACT

PROJECT NO. 2024-3005-01

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This CONTRACT, made and entered into this _____ day of _____ _____, 2024, by and between the City of Mobile, Alabama, hereinafter called "CITY" a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the "COUNCIL", and **Southern Earth Sciences, Inc.,** hereinafter called the "LABORATORY", WITNESSETH:

In consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. DEFINITIONS:

Whenever in this CONTRACT, or in any document or in construction operations where this CONTRACT applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) **CITY** - City of Mobile, Alabama

(b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.

(c) **CONSULTANT** – The engineering company, **(Sawgrass Consulting, LLC),** employed by the CITY to perform professional engineering services for the PROJECT.

(d) **COUNCIL** - Mobile City Council

(e) **PROJECT** - The construction and/or improvement of any public street, bridge, drainage facility included in the City of Mobile Improvement

PROJECT – **2024 CIP RESURFACING,**
CITY COUNCIL DISTRICTS 1,2,3 & 5

PROJECT No. – **2024-3005-01**

(f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the Laboratory assigned to make engineering evaluations of soils and materials.

(g) **INSPECTOR** - An authorized representative of the CONSULTANT assigned to make inspections of the PROJECT.

(h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this CONTRACT.

(i) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the PROJECT.

(j) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT **(Sawgrass Consulting, LLC)** to perform engineering services for the PROJECT.

(k) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

(l) **TEST** - A procedure necessary or appropriate according to approved laboratory testing practices, to determine whether or not the material being tested meets the PROJECT specifications.

(m) **SOIL MECHANICS TEST** - A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved laboratory testing practices to determine physical properties of soils for engineering evaluation purposes.

2. <u>SCOPE OF THE WORK:</u>

This CONTRACT shall include furnishing any and all labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the design and construction of the PROJECT. The PROJECT and estimated cost hereof, and the source of funds therefore are listed in Exhibit "A" which is attached to and made a part of this CONTRACT.

3. **DIRECTION OF WORK:**

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. **LABORATORY PERSONNEL:**

All personnel assigned by the LABORATORY to this work shall be qualified by education and experience to perform the work assigned, and all personnel shall be subject to the approval of the CITY ENGINEER. All engineering services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama. Should the CITY ENGINEER decide that any personnel are not qualified, the LABORATORY shall replace same with personnel acceptable to the CITY ENGINEER.

5. **REPORTS:**

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. **LABORATORY OFFICE:**

The LABORATORY shall maintain a central office in Mobile, Alabama during the term of the CONTRACT. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. **TESTING PROCEDURE:**

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. **ENGINEERING PROCEDURES:**

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. **SOIL TESTS:**

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The CITY will furnish prints of GIS area photo sheets of the project areas when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the CITY ENGINEER and CONSULTANT showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. **PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:**

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The GEOTECHNICAL AND MATERIALS ENGINEER shall be available for engineering consultation during the construction of the roadway.

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general one TEST for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals or at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness TEST which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE COURSE – Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base course thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For Embankment and Sub-Grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

(a) BORINGS - Borings for bridge culverts, bridges and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit "B" attached, where applicable. For bridges at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration TEST and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the GEOTECHNICAL AND MATERIALS ENGINEER and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the GEOTECHNICAL

AND MATERIALS ENGINEER in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "B" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of the Soil Borings and Soil Mechanics Tests, make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analysis may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26 (a, b, and c).

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb, gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete

specified. Cylinder TEST results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and shall be subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed, one at seven days and two at 28 days, from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the PROJECT.

20. TEST CONCRETE AGGREGATE:

(a) Concrete Aggregate quantities of 100 tons or less shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Concrete Aggregate quantities of more than 100 tons shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, 5, 8, & 9). If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28 day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report TEST results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by the manufacturer at the point of origin. If not feasible to TEST at origin, it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall TEST all aggregate for Surface Treatment paving prior to use. In general one representative TEST shall be made for every 100 tons upon

notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time at the plant during operation and shall sign all load tickets. One extraction and gradation TEST and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density TEST shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200 foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline, and at other locations directed by the PROJECT ENGINEER. The in place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

The CITY agrees to pay the LABORATORY as compensation for all services rendered under this CONTRACT, labor, materials, equipment, transportation and all incidentals necessary, a sum not to exceed **$95,000.00 (Ninety-Five Thousand Dollars and Zero Cents)** as shown in Exhibit "A", to be paid as follows:

(a) Construction Phase Services – A sum not to exceed **$95,000.00 (Ninety-Five Thousand Dollars and Zero Cents)** for all services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

(b) Payment for Special Borings and Soil Mechanics tests, Item 14, will be paid for as shown on Exhibit "B" where applicable.

(c) Following award of the Agreement, the CITY shall pay the LABORATORY the expense of additional services, if requested by the CITY, in writing with a Notice to Proceed. Additional services, if initiated, shall be based on the rates in Exhibit "B" and shall not exceed **$10,000.00 (Ten Thousand Dollars and No Cents)**.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this CONTRACT by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this CONTRACT and all terms and conditions contained herein. Neither the CITY nor the LABORATORY shall assign or transfer their respective

interest or obligation in this CONTRACT without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

By signing this CONTRACT, the LABORATORY 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.

30. E-VERIFY:

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

31. ANTI-DISCRIMINATION:

LABORATORY 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.

32. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) Workers' Compensation/Employer's Liability:

1) Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

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

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

3) Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

(b) Comprehensive General Liability Insurance:

1) Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by LABORATORY.

2) Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

(c) Automobile Liability Insurance:

1) Automobile Liability Insurance to cover any auto, including all owned , non-owned, and hired vehicles, with a $1,000,00 0 combined single limit of liability each accident for bodily injury and/or property damage.

(d) Excess/Umbrella Liability Insurance

1) Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2) Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

(e) Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

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

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

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

4) Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change

without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5) Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, LABORATORY 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. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

33. GOVERNING LAW AND VENUE:

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

34. INDEMNIFICATION:

The LABORATORY shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by LABORATORY or the LABORATORY'S agent, LABORATORY under contract, or other entity for which LABORATORY is legally liable. LABORATORY shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements. LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S liability, or in proportion to the extent LABORATORY participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require LABORATORY to indemnify, hold harmless or defend the City

except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

35. STANDARD OF PERFORMANCE:

LABORATORY shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

36. E-BUILDER:

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

The LABORATORY shall indemnify, defend, and save harmless the CITY, its officers and employees, against all claims, suits, loss, damages, fines, and costs of any description whatsoever arising out of or related to injury or damage to persons, including death, or property due to LABORATORY's negligence in the performance of this CONTRACT, including all reasonable attorneys' fees incurred by the CITY on account thereof.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT, in triplicate, on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By:_____

William S. Stimpson

Mayor

ATTEST:

By:_____

Its City Clerk

Print:_____

Southern Earth Sciences, Inc.

By: _____

Print: William Lewis Copeland, Jr.

Its: President

Address: 6352 Piccadilly Square Dr

Telephone: 251 · 445 · 4354

STATE OF ALABAMA }
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that William Lewis Copeland, Jr., whose name is signed to the foregoing instrument in the capacity of President of Southern Earth Sciences, Inc. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 29 day of May, 2024.

NOTARY PUBLIC My Commission Expires

DEBORAH W. EVANS
My Commission Expires
January 10, 2027

EXHIBIT 'A'

This contact shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the design and construction of the following projects:

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 1,2,3 & 5

PROJECT No. – 2023-3005-01

Construction Phase Services – Not to Exceed Amount - $95,000.00

Additional Services – Not to Exceed Amount - $10,000.00

The estimated laboratory cost is not to exceed, unless otherwise approved:

$ 105,000.00

FUNDING SOURCE:

2024 CIP

EXHIBIT 'B':

FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST PAYMENT, AND SUMMARY OF HOURLY RATES

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

2024 SCHEDULE OF GEOTECHNICAL, LABORATORY TESTING, AND CMT FEES

I. SUBSURFACE EXPLORATION SERVICES

Soil Test Borings (ASTM D1586)

Soil Test Borings using truck-mounted equipment with Standard Penetration Test intervals of five feet in soil. In areas not accessible to truck mounted drill, **add $1.00 to the footage rates below.**

MOBILIZATION AND DEMOBILIZATION (within 50-mile radius)	$1,000 lump sum
MOBILIZATION AND DEMOBILIZATION (over 50-mile radius)	$1,000 + $5.00/mile
0 to 50 feet	$ 15.00/L.F.
50 to 75 feet	$ 18.00/L.F.
75 to 100 feet	$ 21.00/L.F.
100 to 150 feet	$ 25.00/L.F.
From 150 feet	Special Quote
STANDARD PENETRATION TESTS (SPT) in addition to one every five feet	$15.00/each
SHELBY TUBE SAMPLES (ASTM587)	$100.00/each
CASING	$10.00/L.F.
SET-UP PER LOCATION	$150.00/each
EXCESSIVE MOVING (track rig)	$450.00/hour
DRILLING DAY RATE	$4,000.00/day
SOIL BORINGS USING MANUAL EQUIPMENT (tripod)	$3,500.00/day
STANDPIPE PIEZOMETER (1.5 inch)	$40.00/L.F.
BOREHOLE GROUTING (full depth bentonite/cement grout)	$7.00/L.F.
BOREHOLE GROUTING (bentonite pellet to cave in depth)	$200.00/each
STAND-BY	$350.00/hour
LODGING AND SUBSISTENCE (three-man crew)	$750.00/crew/day
SUCONTRACT UTILITY LOCATION SERVICES (GPR)	$2,500.00/day
NQ ROCK CORING	Special Quote
MARINE SOIL TEST BORINGS (SES Barge or Sub Jack-Up Barge)	Special Quote
INSTRUMENTATION INSTALLATION (piezometers, inclinometers, etc.)	Special Quote

Cone Penetrometer Testing (CPT)

Cone Penetrometer Soundings using truck-mounted equipment. In areas not accessible to truck rig, **add $1.00 to the footage rates below.**

MOBILIZATION AND DEMOBILIZATION (within 50-mile radius)	$1,000 lump sum
MOBILIZATION AND DEMOBILIZATION (over 50-mile radius)	$1,000 + $5.00/mile
CPTu SOUNDINGS per ASTM D5778	$12.00/L.F.
CPTs SOUNDINGS (Shear Wave Velocity measurement 5 ft intervals)	$25.00/L.F.
CASING	$10.00/L.F.
SET-UP PER LOCATION	$150.00/each
EXCESSIVE MOVING (track rig)	$450.00/hour
CPT DAY RATE	$4,500.00/day
CPT GROUTING (full depth bentonite/cement grout)	$7.00/L.F.

SCHEDULE OF GEOTECHNICAL, LABORATORY TESTING, AND CMT FEES
Effective June 2024

CPT GROUTING (bentonite pellet to cave in depth)	$100.00/each
STAND-BY (including dissipation testing)	$450.00/hour
REPORTING (CPT Log Drafting and Transmittal)	$50.00/each
LODGING AND SUBSISTENCE (two-man crew)	$500.00/crew/day
SUCONTRACT UTILITY LOCATION SERVICES (GPR)	$2,500.00/day

Other Services

DOUBLE RING INFILTROMETER TEST (ASTM D3385 – at existing grade)	$2,500.00/each
PLATE LOAD TEST (Modulus of Sub-Grade Reaction at existing grade)	$3,500.00/each
EQUIPMENT RENTAL	Cost + 15%
SUBCONTRACT SERVICES	Cost + 15%

II. CONSTRUCTION MATERIALS TESTING FIELD TECHNICIAN SERVICES

Typical field technician services include on-site soil density testing, concrete testing (cylinders, slump, and air content), site inspections, meetings, and specimen transportation. **Time spent in portal-to-portal travel in the interest of the job will be charged in addition to time spent on the jobsite. Roundtrip mileage will be charged at $0.80/mile.** There is a two (2) hour minimum charge.

STANDARD RATE	$65.00/hour
OVERTIME RATE	$81.25/hour
IBC SPECIAL INSPECTIONS (including ICC and AWS visual welding)	$90.00/hour
FULL-TIME DAILY RATE	$585.00/day
FULL-TIME DAILY RATE w/ IBC Special Inspections	$800.00/day
FULL-TIME MONTHLY RATE	$12,000.00/month
HALF-TIME MONTHLY RATE	$6,500.00/month
FULL-TIME MONTHLY RATE w/ IBC Special Inspections	$16,000.00/month
HALF-TIME MONTHLY RATE w/ IBC Special Inspections	$8,500.00/month

*Overtime rate applies for time exceeding eight (8) hours/day, or weekends and holidays.
*Monthly rates include engineering review, reporting and travel.

III. CONSTRUCTION MATERIALS TESTING LABORATORY SERVICES

Review of test results by Engineer and Reporting (when not full-time monthly rate) will be billed at 10% of the costs below.

STANDARD PROCTOR DENSITY (ASTM D698/AASHTO T-99)		$125.00/each
MODIFIED PROCTOR DENSITY (ASTM D1557/AASHTO T180)		$150.00/each
Aggregate Bases	Add	$250.00/each
Heavy Clay Soils	Add	$250.00/each
SOIL/BASE CLASSIFICATION		$100.00/each
Aggregate Bases	Add	$75.00/each
CURING & TESTING CONCRETE CYLINDERS (SES made samples)		$60.00/Set of 4
		$75.00/Set of 5
		$90.00/Set of 6
CURING & TESTING CONCRETE CYLINDERS (contractor made and delivered)		$50.00/each

SCHEDULE OF GEOTECHNICAL, LABORATORY TESTING, AND CMT FEES
Effective June 2024

CURING & TESTING FLEXURAL BEAM SAMPLES	$50.00/Each
CONCRETE CORE COMPRESSIVE STRENGTH TESTING	$50.00/Each
CONCRETE CORING	Special Quote
SOIL-CEMENT COMPRESSIVE STRENGTH	$50.00/Each
SOIL-CEMENT MIX DESIGN Includes design, material preparation, mixing, review and four (4) soil-cement test specimens	$2,000.00/Each
SUBCONTRACT SERVICES	Cost + 15%

IV. GEOTECHNICAL LABORATORY SERVICES

ATTERBERG LIMITS (ASTM D 4318)	$100.00/each
MOISTURE CONTENT (ASTM D 2216)	$15.00/each
SPECIFIC GRAVITY (ASTM D 854)	$100.00/each
GRAIN SIZE ANALYSIS (Soils)	$75.00/each
HYDROMETER plus GRAIN SIZE ANALYSIS	$125.00/each
NO. 200 WASH	$40.00/each
AASHTO SOIL CLASSIFICATION TESTING	$150.00/each
ORGANIC CONTENT	$30.00/each
UNIT WEIGHT (Wet or Dry)	$20.00/each
UNDISTRUBED SAMPLE PREPARATION	$25.00/each
UNCONFINED COMPRESSION TESTS (ASTM D 2116)	$100.00/each
REMOLD SAMPLE (to testing add)	$50.00/each
SWELL TEST	$400.00/each
CONSOLIDATION TEST	$400.00/each
CALIFORNIA BEARING RATIO	$750.00/each
UNCONSOLIDATED UNDRAINED TRIAXIAL SHEAR (one point)	$150.00/each
UNCONSOLIDATED UNDRAINED TRIAXIAL SHEAR (three point)	$375.00/each
PERMEABILITY	
Constant Head (Rigid Wall)	$125.00/each
Falling Head (Rigid Wall)	$150.00/each
Constant Head (Flexible Wall)	$400.00/each
RESISTIVITY/CONDUCTIVITY (Soil Box ASTM G-57)	$100.00/each

V. PILE TESTING SERVICES

STATIC PILE LOAD TEST (compression, tension or lateral) (Piling contractor to provide ram, jack, operator and reaction frame)	$2500.00 /each
HIGH STRAIN DYNAMIC TESTING (PDA)	
Data Acquisition	$2,500.00/Per Trip
Reporting & CAPWAP Analysis	$400.00/each
LOW STRAIN PILE INTEGRITY TESTING (PIT)	
Data Acquisition (up to 10 piles)	$2,500.00/day
Reporting & Analysis	$1,000.00 ls + $75.00/pile

SOUTHERN EARTH SCIENCES

SCHEDULE OF GEOTECHNICAL, LABORATORY TESTING, AND CMT FEES
Effective June 2024

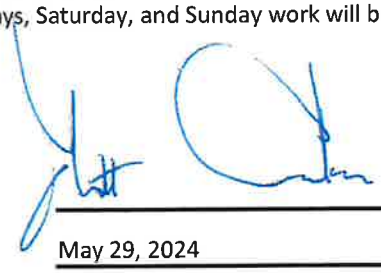
THERMAL INTEGRITY PROFILING (TIP) of Auger-Cast Piles and Drilled Shafts	
Data Acquisition (for instrument and/or tech)	$1,500.00/trip/day
Reporting & Analysis	$1,000.00 ls + $75.00/pile
Thermal Instrumented Wires (add 10 ft to length of pile)	$8.50/ft

VI. ENGINEERING SERVICES

Charges will be made at the following rates for time spent by engineers in portal-to-portal travel, evaluation or analysis of field and laboratory data, report preparation, conferences, meetings, and consultation as pertained to the practice of geotechnical engineering. Charges for technician, draftsman and secretarial time will be billed for services of administrative and/or technical personnel utilized in support of engineering and testing services. Rates include indirect general and administrative overhead costs and supplies.

STAFF ENGINEER	$145.00/hour
PROFESSIONAL ENGINEER/GEOLOGIST	$165.00/hour
SENIOR PROFESSIONAL ENGINEER	$185.00/hour
PRINCIPAL ENGINEER	$225.00/hour
DRAFTSMAN (regular time)	$85.00/hour
SECRETARIAL SERVICES (regular time)	$65.00/hour
LODGING AND SUBSISTENCE	$250.00/person/day

Above rates may be adjusted when working on long-term field inspection assignments. Direct Non-Salary expenses incurred, identifiable, and not applicable to general overhead will be billed at actual invoice cost plus 15% service charge. Automotive travel will be charged at a mileage rate of $0.80 per mile. Over eight hours per day, holidays, Saturday, and Sunday work will be charged at the standard rates times 1.50.

PREPARED BY: 

DATE: May 29, 2024

SOUTHERN EARTH SCIENCES

EXHIBIT 'C': INSURANCE & CERTIFICATIONS

SOUTEAR-02 KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2024

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

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

PRODUCER	CONTACT NAME: Rachel Hutto
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No): E-MAIL ADDRESS: rhutto@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co.	16535
INSURER B : Steadfast Insurance Company	26387
INSURER C : Great Midwest Ins	18694
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Southern Earth Sciences, Inc.
6352 Piccadilly Square Dr
Mobile, AL 36609

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	GLO593900112	2/1/2024	2/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	BAP593900212	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	SXS077476901	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC593900012	2/1/2024	2/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liabili			AE-GM-0000201-03	2/1/2024	2/1/2025	Per Claim/ Agg.	3,000,000
C	Pollution Incident			AE-GM-0000201-03	2/1/2024	2/1/2025	Aggregate	3,000,000

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

PROJECT - 2024 CIP RESURFACING,
CITY COUNCIL DISTRICTS 1,2,3 & 5
PROJECT No. - 2024-3005-01

City of Mobile is named Additional Insured on a primary and noncontributory basis as respects to General Liability, Automobile Liability, and Umbrella Liability where required by contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Worker's Compensation where required by written contract. Thirty (30) days' written Notice of Cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
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

David J Durden

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 593900112	Effective Date: 02/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO593900112	02/01/2024	02/01/2025	02/01/2024		$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS OR ORGANIZATIONS. APPLIES WHEN REQUIRED BY A WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2024 Policy No. WC593900012 Endorsement No.

Insured Southern Earth Sciences, Inc. Premium $

Insurance Company Countersigned By _____

WC 00 03 13
(Ed. 4-84)

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Prod ucer No.	Add'l. Prem	Return Prem.
GLO593900112	02.01.2024	02.01.2025	02.01.2024			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if yo u are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in o ur records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a co urtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not res ponsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Coverage Extension Endorsement

ZURICH

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP593900212	02.01.2024	02.01.2025	02.01.2024			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: BAP593900212

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.
This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 02/01/2024	Countersigned By:
Named Insured: Southern Earth Sciences, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
AS REQUIRED BY CONTRACT OR AGREEMENT.

IF REQUIRED BY CONTRACT, THIS COVERAGE SHALL BE PRIMARY AND ANY INSURANCE MAINTAINED BY THE ADDITIONAL INSURED WILL APPLY ON AN EXCESS BASIS; HOWEVER, IN NO EVENT WILL THIS ADDITIONAL INSURED COVERAGE EXTEND BEYOND THE TERMS AND CONDITIONS OF THE WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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Notification to Others of Cancellation

ZURICH

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP593900212	02.01.2024	02.01.2025	02.01.2024			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH	30
COMPANY	

All other terms and conditions of this policy remain unchanged.

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ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. **Alternate Employer**

   AN ALTERNATE EMPLOYER WITH WHOM YOU HAVE A WRITTEN CONTRACT REQUIRING THIS POLICY TO APPLY AS IF THE ALTERNATE EMPLOYER IS AN INSURED.

   Address

2. **State of Special or Temporary Employment**

   AL

3. **Contract or Project**

   ANY CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE OR PROJECT WHICH IS THE SUBJECT OF THE CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE.

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NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH THE COMPANY.	**30**

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **02/01/2024** Endorsement Exp: **02/01/2025** Insured **Southern Earth Sciences, Inc.**

Policy No. **WC593900012**

Endorsement No.**001**
Premium $ **INCL**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

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EXHIBIT 'D': E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared William Lewis Copeland Jr (affiant) who, being duly sworn says as follows:

President/CEO of South Earth Sciences, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for South Earth Sciences, Inc that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said South Earth Sciences Inc is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 417738.

Will Lewis Copeland Jr

CEO of South Earth Sciences, Inc

Sworn to and subscribed before me this the 29 day of May, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

STATE OF ALABAMA NOTARY PUBLIC

DEBORAH W. EVANS
My Commission Expires
January 10, 2027

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2024-3005-01 Current Date 6 / 11 / 24

Project Description 2024 CIP Resurfacing, City Council Districts 1,2,3,&5

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a materials testing contract and the required work is specialized and small enough not to warrant the use of sub-consultants.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 6/11/2024 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

(Signature) Supplier Diversity Mgr. (Title) 6/12/2024 (Date)

Approved By (CAO)

SAWGRASS

30673 Sgt E.I. "Boots" Thomas Dr.
Spanish Fort, AL 36527
P: 251-544-7900
www.sawgrassllc.com

June 3, 2024

Honorable Mayor Stimpson
Mayor, City of Mobile
205 Government St.
Mobile, AL 36602

RE: City of Mobile-2024 CIP-2024-3005-01

Dear Honorable Mayor Stimpson,

We are transmitting herewith five (5) original Contract Documents for the **2024 CIP**. These documents have been completed by the Contractor and we find them in order.

Please execute the "Agreement between Owner and Contractor for Construction Contract" and have attested. Please return four (4) copies to my attention and keep the fifth for your file.

Please call with any questions regarding this matter 251-544-7900 .

Sincerely,

Stephen Delahunty, PE

Enclosures

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Carleen Stout-Clark, REAM Department

Sponsored by:

Mayor Stimpson and Councilmember Reynolds

Purpose and Scope of Project:

Authorize amended contract with the Alabama Department of Conservation and Natural Resources (ADCNR) for the GOMESA Grant Agreement, Amendment No. 1, in the amount of $2,500,000.00 for the Shipyard Road/Dog River Acquisition Project. This amendment extends the project period from 18 months to 24 months and adds language from CSX Transportation regarding the existing railroad crossing being converted to or replaced with a public railroad crossing.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**G-CMHMCA/23/CM Amendment No. 1

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

Grant Funds $2,500,000.00 **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	6/11/2024
Amended Grant Agreement	Backup Material	6/11/2024
Exhibit 1 - Original Agreement	Exhibit	6/11/2024
Exhibit 2 - CSX Letter	Exhibit	6/11/2024
Original Resolution for Shipyard Road Project	Exhibit	6/11/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Angle, Laura	Approved	6/13/2024 - 12:36 PM

Legal	Kern, Chris	Approved	6/13/2024 - 2:12 PM
Legal	Kern, Chris	Approved	6/13/2024 - 2:12 PM
Mayors Office	Barber, James	Approved	6/13/2024 - 2:26 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember Ben Reynolds

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 GOMESA Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Amendment No. 1 of an existing grant for Shipyard Road/Dog River Acquisition Project, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

STATE OF ALABAMA)

MOBILE COUNTY)

Grant: G-CMHMCA/23/CM
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter “Amendment”) is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and the City of Mobile (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as “Parties”).

WHEREAS, ADCNR and Grantee entered into an Agreement effective April 18, 2024, the “Original Agreement” (attached hereto as “Exhibit No. 1”); and

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to extend the project period and amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 4 of the Original Agreement shall be deleted and replaced with the following:

   4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period began on April 18, 2024 (“Project Commencement Date”) and will end April 18, 2026.

2. Paragraph 7 of the Original Agreement shall be deleted and replaced with the following:

   7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to four payments, for a total Agreement amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 ($2,500,000.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR. Further, in the event Grantee fails to secure public access to the property within 24 months of the closing as contemplated in the CSX letter, attached hereto to as Exhibit No. 2, Grantee shall immediately reimburse ADCNR all costs disbursed under the Agreement. Grantee acknowledges that ADCNR is relying on the representation and covenant of Grantee that it will secure the proposed public access to the property within the stated period of time and such representation is a material inducement for ADCNR in disbursing the funding under this Agreement.

3. All other terms and conditions of the Original Agreement remain in full force and effect.

[Signatures on the following page]

IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

STATE OF ALABAMA
Department of Conservation
and Natural Resources

_____
Patricia Powell McCurdy
Director
State Lands Division

_____
Christopher M. Blankenship
Commissioner

Date: _____

City of Mobile

_____
William S. Stimpson, Mayor

EXHIBIT 1

STATE OF ALABAMA)

ADCNR GRANT#: G-CMHMCA/23/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT WITH REAL PROPERTY ACQUISITION PROVISION

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties") to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 ("GOMESA").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, to acquire approximately 4.8 acres of waterfront property on Halls Mill Creek for construction of a two-ramp boat launch, shoreline stabilization improvements, and access/parking amenities as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:

   a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
   b. Mitigation of damage to fish, wildlife, or natural resources;
   c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
   d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
   e. Planning assistance and the administrative costs of complying with GOMESA.

3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and

consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 17.

4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end Eighteen (18) months after the Commissioner's signature.

5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to four payments, for a total Agreement amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 ($2,500,000.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

9. **ALLOWABLE COSTS:** Allowable Costs under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

    a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.

b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.

c. Grantee acknowledges that, other than costs related to due diligence including, appraisal, survey, environmental site assessment(s), wetland delineation, attorney fees ("Approved Pre-Award Costs"), no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs. Any invoice submitted by Grantee seeking reimbursement for Approved Pre-Award Costs must include satisfactory verification that such costs were incurred no earlier than June 21, 2023.

d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

10. **REAL PROPERTY:** This Project includes Grantee's approved acquisition of real property (the "Property") as described herein in Exhibit A. Encumbering real property without prior written approval from ADCNR is an unauthorized use of the Property and of Project Services funds granted pursuant to this Agreement. The acquisition, use, maintenance, and disposition of the Property must adhere to this Agreement and all other applicable laws, rules, regulations, and requirements, including obligations which may survive the termination or expiration of this Agreement.

11. **PROPERTY RESTRICTIONS ON THE USE OF REAL PROPERTY:** Grantee must at all times comply with applicable real property requirements. Real property or interest in real property may not be used for purposes other than the Authorized Uses of this Agreement. The Property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by ADCNR.

    In the event that the Property or interest in the Property is no longer needed for the originally Authorized Uses, the Grantee must obtain disposition instructions from ADCNR.

12. **RECORDING THE INTEREST IN THE REAL PROPERTY:** All deeds related to the acquisition of the Property must contain language that reflects and ensures that the Property will be used in accordance with the Authorized Uses of the acquisition. Grantee must obtain

prior written permission from ADCNR Commissioner to modify the use of, change the terms of, encumber, or convey title to, the interest in the real property acquired under this Agreement. The Grantee will protect the interest in the Property by including the following language within the recorded deed:

> *This Property was acquired (in whole or in part) with funds provided by the State of Alabama Department of Conservation and Natural Resources ("ADCNR"), pursuant to ADCNR Grant Agreement Number G-CMHMCA/23/CM ("Grant Agreement"). Grantee will manage said Property consistent with the Authorized Uses of the Grant Agreement and in accordance with applicable federal and state laws. Property may not be encumbered or disposed of in any manner without the prior written approval of the ADCNR Commissioner.*

13. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

14. **INDEMNIFICATION AND HOLD HARMLESS:**

a. Grantee agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from

and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss, or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgments, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975).

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

15. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services, or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

16. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

17. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts

otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

18. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

19. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

20. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee is imputed the knowledge, understanding, and application of applicable laws, statutes, regulations, and ordinances. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

21. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

22. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever

period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

23. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall provide ADCNR with a certificate of insurance upon request, naming ADCNR as a certificate holder, and shall be required to provide ADCNR at least thirty (30) days' written notice of any cancellation or modification of such insurance coverage. Grantee shall, at all times during the term of the agreement, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property loss.

24. **TERMINATION:** In addition to terms of Paragraphs 8, 28, and 41, this Agreement may be terminated as follows:

a. If, in the determination of ADCNR, Grantee fails to fulfill, in a timely and proper manner, its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 35, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 35, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event,

at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

25. **PRESS / EVENTS:** Grantee shall notify ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

26. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 35 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

27. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

28. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

29. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

30. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of

Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

31. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it 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, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

32. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

33. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

34. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

35. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

    All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

    To ADCNR:

    Attention: Christopher M. Blankenship, Commissioner
    Alabama Department of Conservation and Natural Resources
    64 N. Union St., Suite 468
    Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633

36. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

37. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

38. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

39. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

40. **DEBARMENT AND SUSPENSION:** Grantee certifies that, by entering into this Agreement, neither it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any governmental department or agency.

41. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or

after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

42. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents, or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

43. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

44. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

45. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

46. **PROPER AUTHORITY:** **Grantee** hereto represents and warrants that the person executing this Agreement on its behalf has the full power and authority to legally bind its respective entity.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 4-18-24

APPROVED LEGAL

GRANTEE:

Signature

William S. Stimpson
Printed Name

Mayor
Title

ATTEST:
City Clerk

SEAL OF THE CITY OF MOBILE, ALABAMA
FROM ENCHANTING TRADITION ENTERING PROGRESS
MOBILE ALABAMA
FOUNDED 1702

Reviewed By Accounting

DCNR Accounting Director

EXHIBIT A

State of Alabama

Gulf of Mexico Energy Security Act

of 2006 Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. **Mitigation of damage to fish, wildlife, or natural resources;**
c. **Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;**
d. **Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects**; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

City of Mobile Halls Mill Creek Public Access Project

Public access is listed as a priority within the Alabama Coastal Management Program (ACAMP), which seeks to increase the public and recreational access to coastal areas for recreational opportunities. This project will increase public access to the Halls Mill Creek, Rabbit Creek, and Dog River recreational areas, all of which are heavily used by boaters and fishermen alike. Currently, boating access to these waterways is limited to a single boat launch in Dog River Park, a site north of the proposed location.

The project will include the acquisition of approximately 4.8 acres of property on Halls Mill Creek as well as the construction of a two-ramp boat launch and rip rap infrastructure to protect the 700 linear feet of shoreline where the boat launch will be located (Figures 1 & 2). Additional improvements to the property will include parking, lighting, and paving of the access road identified on Figure 2, which is currently gravel.

A railroad lies adjacent to the property, which makes it subject to commercial development pressure. Development of the site as a public recreation area will preserve it from such development, thus protecting water quality and mitigating damage to the fish and wildlife prevalent in this section of the waterway, such as the West Indian Manatee (*Trichechus*

manatus), Alabama Red-bellied Turtle (*Pseudemys alabamensis*), and the Eastern Black Kingsnake (*Lampropeltis nigra*).

The goal of this project is to enhance the balance between conservation of coastal natural resources, in this case an approximately 4.8-acre, deep river parcel on Halls Mill Creek (Figure 2), and the public's use of this resource for outdoor recreational opportunities. The City of Mobile will achieve that goal by constructing a two-ramp boat launch and rip rap infrastructure which will protect this ecologically important site from future commercial development as well as increase public access to the waterways for recreational use. In addition, upon completion, the expanded access opportunities made available to the public and associated planned access design will mitigate impacts to natural resources caused by unmanaged access and user pressure due to currently limited access points. Such unmanaged access often results in adverse environmental impacts associated with increased sediment load from shoreline de-stabilization, rutting/soil compaction, and increased siltation of wetland habitats.

The Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will establish an important public access point in a region of coastal Alabama where access to the waterfront and natural resources is limited. The boat launch will also mitigate impacts of outer Continental Shelf activities through the funding of the onshore infrastructure public access project. This project will enhance public access and increase public outdoor recreational opportunities within and beyond the southwestern communities of the City of Mobile and surrounding coastal waterways.

Project Duration:

This project is expected to take approximately eighteen (18) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as four (4) installments. Installments #1 and #2 set forth below can be issued simultaneously upon Grantee satisfying all applicable requirements for individual installment disbursement.

Installment #1 for Due Diligence Costs will be disbursed following execution of the Grant Agreement and receipt of an invoice seeking reimbursement for Allowable Costs related to Pre-Award due diligence (as supported by documentation attached to the invoice) and advance disbursement for Allowable Costs associated with Post-Award due diligence and closing process activities.

Installment #2 for Acquisition Costs will be disbursed upon receipt of an invoice for Allowable Costs that shall include satisfactory verification that any previously disbursed funds were used (or will be used as part of the acquisition closing) for Allowable Costs and also submission of the following items to be reviewed and approved by ADCNR, which shall include: (1) a copy of the USPAP or Yellow Book appraisal showing the appraised value of acquisition acreage; (2) a copy of an environmental site assessment(s) showing no recognized environmental conditions and/or documentation recommending no further action; (3) a copy of a survey performed by an Alabama licensed appraiser showing the property to be acquired with GOMESA funding; (4) copy of the deed to be executed at closing (stamped

recorded deed shall be delivered to Grantor within 10 days of closing); (5) a copy of the title commitment evidencing title insurance to be secured at closing which must include all acreage serving as the basis for acquisition cost; (6) a copy of the documents evidencing the City's right of access to the property for GOMESA Authorized Use purposes including the public's right of access onto the property; and (7) a copy of the closing statement to be executed at closing.

Installment #3 for Engineering and Design costs will be disbursed following the closing upon receipt of an invoice for Allowable Costs which includes a copy of the recorded deed and satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Installment #4, the final installment, will be disbursed following receipt of satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs and that completion of the Project as described herein will be achieved.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Pre- and Post-Award Due Diligence (such as Appraisal, Survey, Phase I, including any necessary additional ESA work, wetland delineation, attorney fees, etc.) & Closing Costs (recording fees, title insurance costs, attorney fees)	$25,000.00
2	Land Acquisition Costs (not to exceed appraised value of insurable acreage)	$775,000.00
3	Engineering & Design	$450,000.00
4	Construction of Boat Ramp and Other Site Improvements	$1,250,000.00
	TOTAL GOMESA FUNDING NOT TO EXCEED	**$2,500,000.00**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

[continued on following page]

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By:

William S. "Sandy" Stimpson, Mayor
City of Mobile

Figure 1: Proposed Acquisition Location



Figure 2: Property Identification/Description and Proposed Improvements

(Key #1136087)

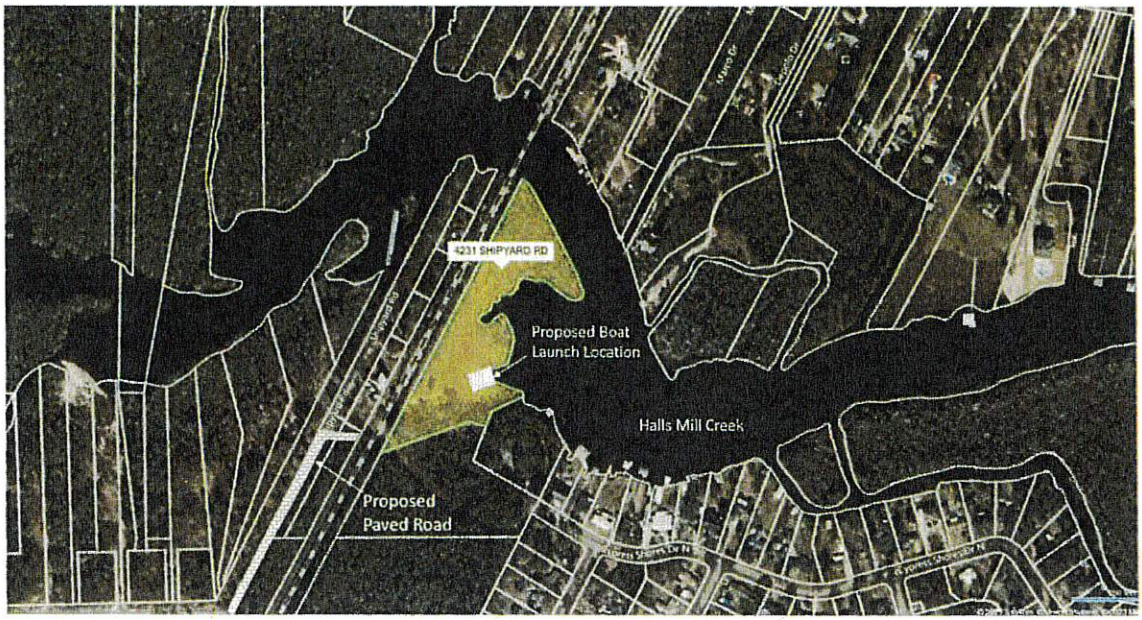


EXHIBIT 2

Scott Willis
Project Manager II
Engineering
Design & Construction

500 Water Street
Jacksonville, FL 32202

May 28, 2024

Mr. Nick Amberger, P.E.
City Engineer, City of Mobile
205 Government Street, Ste 356
Mobile, AL 36602

Re: DOT Crossing Inventory Number 351455Y – Letter of Intent for Public Railroad Crossing for Access to 4231 Shipyard Road, Mobile AL.

Dear Mr. Amberger:

By means of this letter, CSX Transportation ("CSX") hereby agrees to the above referenced existing private railroad crossing being converted to or replaced with a public railroad crossing once the City of Mobile acquires the property at 4231 Shipyard Road that it currently has under contract to purchase from the Estate of Charles C. Hinton, Deceased.

This letter further confirms our discussion regarding the improvements to be made to the railroad crossing and the development of the Hinton Estate property into a public boat launch facility as follows:

a. The City will make improvements to the crossing in line with the safety requirements of CSX;

b. The City will make improvements to the property being purchased to provide for a public boat launch, kayak launch and parking.

c. The City understands that it must acquire the property easement for the crossing as well as execute a maintenance agreement for the surface and warning devices at the crossing.

All safety perimeters and improvements to the rail crossing must be completed within 24 months of the City acquiring the property or prior to the public boat launch being open to the public, whichever occurs first.

CSX Transportation

Scott Willis
Project Manager II

31-331 **2024**

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to accept and receive grant funding from the Alabama Department of Conservation and Natural Resources (ADCNR), in support of the Gulf of Mexico Energy Security Act (GOMESA), in the amount of $2,500,000.00 for Shipyard Road/Dog River Acquisition Project and to authorize the Mayor and the City Clerk to execute and attest, respectively, for and on behalf of the City of Mobile, the GOMESA Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR) attached hereto and made apart hereof, as though set forth in full, and to make such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

Adopted: APR 09 2024

Lana Pafenbach

~~Lisa C. Lambert,~~ City Clerk ASSISTANT
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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 20 tapered aluminum light poles with arms for Traffic Engineering.
CIP I-65, I-10 Light Improvements.

Amount of Contract:

$76,259.80

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

ATTACHMENTS:

Description	Type	Upload Date
20240612 Graybar Agenda Package POs	Cover Memo	6/12/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	6/13/2024 - 1:18 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
9575	2024	(2060) TRAFFIC ENGINEERING	20 TAPERED ALUMINUM LIGHT POLES WITH ARMS FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$76,259.80	(75199) GRAYBAR ELECTRIC CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00009575-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/24	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER OMNIAPARTERS EV2370 MASTER AGREEMENT AND YOUR QUOTE 0246296509			
002	HAPCO CO RTA35E8BET18-01 ROUND TAPERED ALUMINUM POLE WITH ARMS RTA SINGLE TRUSS #DIRECT BURIED 35 FOOT MOUNT HT 8 INCHES BUTT DIA, 8 FOOT ARM, SATIN AL Vendor Item	10.00 EACH	2785.45000	27854.50
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0472 .CAPEQUIPMT. .			27854.50
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	HAPCO CO SK0PP69757-C 45 FOOT	10.00	4840.53000	48405.30

Bill To	Requisition 00009575-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/24	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	SHAFT LENGTH TAPERED ALUM TUBE 14 FOOT 9 INCH ARM REACH, BASE 10 INCH DIA, WITH ANCHER BOLTS, NUTS AND WASHERS Vendor Item	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C0472 .CAPEQUIPMT. .			48405.30

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 76259.80

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

Account	Amount	Remaining Budget
E C0472 .CAPEQUIPMT. .	76259.80	1685.82

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.		

Bill To	Requisition 00009575-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/24	075199				TRAFFIC ENGINEERING

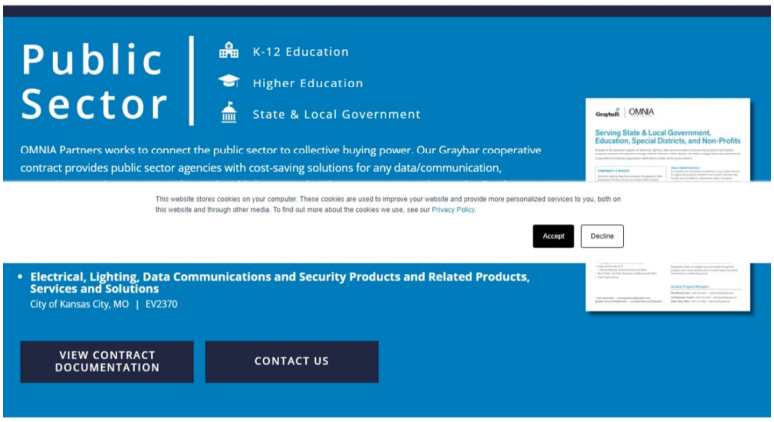
Account	Amount	Remaining Budget
	76259.80	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	05/29/24	JENNIFER WHITE	
Approved	06/03/24	JENNIFER WHITE	
Approved	06/10/24	JENNIFER WHITE	
Rejected	05/30/24	BRENDA RHODES	Please check expense strings
Rejected	06/03/24	TIFFANY HOLLINS	Unable to use expense strings
Approved	06/10/24	BRENDA RHODES	
Approved	06/10/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/10/24	RELYA MALLORY	Auto approved by: 910511034
Unknown	06/12/24	SANDRA LEWIS	
Approved	06/12/24	DONALD ROSE	Auto approved by: 910518227
Approved	06/12/24	SANDRA LEWIS	
Approved	06/12/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	06/12/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	06/12/24	JOHN PAINE	Auto approved by: 910518227
Approved	06/12/24	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature





Graybar Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO
Contract Number: EV2370

February 1, 2018 to January 31, 2023
Option to renew for three (3) additional two-year periods through January 31, 2029
RENEWED THROUGH January 31, 2025

Executive Summary

- Executive Summary
- Uniform Guidance
- AZ Compliance Questionnaire

Master Agreement Documents

- EV2370 Master Agreement Graybar
- New Jersey Disclosure
- Contract Amendment
- Notice of Intent to Renew
- Contract Renewal

Solicitation Process

- EV2370 RFP
- EV2370 RFP Postings



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

September 1, 2023

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. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2024**. 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. 2023-135.

Prior to utilizing Omnia, 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.* 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.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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:6/18/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Intergraph Corporation for services to install and maintain for 12 months an interface between MFRD Tablet Command and Mobile County Communications District Hexagon software systems. General fund.

Amount of Contract:

$29,695.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240613 Intergraph Agenda Package POs	Cover Memo	6/13/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	6/13/2024 - 2:07 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
10401	2024	(1510) FIRE ADMINISTRATION	SERVICES TO INSTALL AND MAINTAIN FOR 12 MOS INTERFACE BETWEEN MFRD TABLET COMMAND SOFTWARE AND MCCD HEXAGON SOFTWARE (SOLE SOURCE, PRICE BELOW BID REQUIREMENT)	$29,695.00	(280258) INTERGRAPH CORPORATION

Adopted:

_____
City Clerk

City of Mobile

REQUISITION CONVERSION LIST

Requisition Header Fiscal Yr: 2024 RQ#: 00010401
Type: Normal RQ Date: 06/12/2024

Department Code	1510	FIRE ADMINISTRATION
RQ Description	INTER CAD XALT INTERFACE PSA1018,QUOTE 2024-63774	
Vendor	280258	INTERGRAPH CORPORATION
Buyer ID	9105fola	ANNE FOLEY
Needed By Date		
General Commodity	208	COMPUTER SOFTWARE FOR MICROCOM
Ship To Address	146	FIRE CENTRAL SUPPLY
Deliver To	146	FIRE CENTRAL SUPPLY
Shipping Method		
Bill To Address	100	ACCOUNTS PAYABLE
Allocation Code	00000000	
Special Handling	None	
Current Status	Approved	
Total RQ Amount	$29695.00	

General Notes
Print:Y

PER YOUR QUOTE #2024-63774 PURSUANT TO THE MASTER AGREEMENT WITH THE MOBILE COUNTY COMMUNICATIONS DISTRICT AND INTERGRAPH COPRORATION DATED A

THIS ENABLES REAL-TIME DATA WITH 911.

Line Item Details

Line 001 Commodity: 20880
Qty: 1.00 UOM: EACH Unit Price: 12883.00000

% Disc	Credit	Freight	Item Total
0.00	0.00	0.00	12883.00

SOFTWARE LICENSE AND/OR SUPPORT
(MAINTENANCE)
Description Notes
Print:Y
InterCAD CAD Xalt Interface, PART PSA1018; PER QUOTE 2024-63774

Department: 1510 1099 Box: Capital Asset:N Needed By:
Quote 0 Bid 0
Work Order: Task: 0

Allocation Details

Account	Description	%	Allocated Amt	Bud
10041522-49130	UNCLASSIFIED EXP	100.000	12883.00	U

Line 002 Commodity: 20880
Qty: 1.00 UOM: EACH Unit Price: .00000

% Disc	Credit	Freight	Item Total
0.00	0.00	0.00	0.00

REQUISITION CONVERSION LIST

SOFTWARE LICENSE AND/OR SUPPORT
(MAINTENANCE)
Description Notes
Print:Y
InterCAD CAD Xalt Interface - Test, PART PSA1018TST PER QUOTE 2024-63774

Department: 1510 1099 Box: Capital Asset:N Needed By:
Quote 0 Bid 0
Work Order: Task: 0

Allocation Details

Account	Description	%	Allocated Amt	Bud
10041522-49130	UNCLASSIFIED EXP	100.000	0.00	U

Line 003 Commodity: 20880
Qty: 1.00 UOM: EACH Unit Price: 13944.00000

% Disc	Credit	Freight	Item Total
0.00	0.00	0.00	13944.00

SOFTWARE LICENSE AND/OR SUPPORT
(MAINTENANCE)
Description Notes
Print:Y
Hexagon Project Services, PART SPRSVC9001 PER QUOTE 2024-63774

Department: 1510 1099 Box: Capital Asset:N Needed By:
Quote 0 Bid 0
Work Order: Task: 0

Allocation Details

Account	Description	%	Allocated Amt	Bud
10041522-49130	UNCLASSIFIED EXP	100.000	13944.00	U

Line 004 Commodity: 20880
Qty: 1.00 UOM: EACH Unit Price: 2868.00000

% Disc	Credit	Freight	Item Total
0.00	0.00	0.00	2868.00

SOFTWARE LICENSE AND/OR SUPPORT
(MAINTENANCE)
Description Notes
Print:Y
MAINTENANCE FOR 12 MONTHS InterCAD CAD Xalt Interface PART PSA1018 PER QUOTE 2024-63774

Department: 1510 1099 Box: Capital Asset:N Needed By:
Quote 0 Bid 0
Work Order: Task: 0

REQUISITION CONVERSION LIST

Allocation Details

Account	Description	%	Allocated Amt	Bud
10041522-49130	UNCLASSIFIED EXP	100.000	2868.00	U

Line 005 Commodity: 20880
Qty: 1.00 UOM: EACH Unit Price: .00000

% Disc	Credit	Freight	Item Total
0.00	0.00	0.00	0.00

SOFTWARE LICENSE AND/OR SUPPORT
(MAINTENANCE)
Description Notes
Print:Y
MAINTENANCE FOR 12 MONTHS InterCAD CAD Xalt Interface - Test, PART PSA1018TST PER QUOTE 2024-63774

Department: 1510 1099 Box: Capital Asset:N Needed By:
Quote 0 Bid 0
Work Order: Task: 0

Allocation Details

Account	Description	%	Allocated Amt	Bud
10041522-49130	UNCLASSIFIED EXP	100.000	0.00	U

** END OF REPORT - Generated by DONALD ROSE **

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Shaw Contract Flooring Services Inc for carpet for Cruise Terminal.
Capital Cruise Term Elevator Cabin/Lobby flooring

Amount of Contract:

$21,172.48

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240607 Shaw Agenda Package POs	Cover Memo	6/7/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	6/10/2024 - 11:14 AM

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
9770	2024	(3032) ARCHITECTURAL ENGINEERING	CARPET FOR CRUISE TERMINAL (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$21,172.48	(293037) SHAW CONTRACT FLOORING SERVICES, INC

Adopted:

_____

City Clerk

Bill To	Requisition 00009770-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC	CRUISE TERMINAL
SHAW SPORTS TURF	201 SOUTH WATER ST
185 SOUTH INDUSTRIAL BLVD	
	MOBILE, AL 36602
CALHOUN, GA 30701	
Tel#706-625-7943	Delivery Reference
Fax 706-625-7964	BRENDA PARKER
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	SOURCEWELL CONTRACT #061323-SII			
001	5T031 - Welcome II EcoWorx Tile 24" x 24" 31557/Sterling	176.00 SQUAREYARD	53.66000	9444.16
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN. .			9444.16
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
	Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
002	5000 - Carpet Tile Adhesive; 4 GAL	2.00 EACH	111.53000	223.06
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN. .			223.06

Bill To	Requisition 00009770-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC	CRUISE TERMINAL
SHAW SPORTS TURF	201 SOUTH WATER ST
185 SOUTH INDUSTRIAL BLVD	
	MOBILE, AL 36602
CALHOUN, GA 30701	
Tel#706-625-7943	Delivery Reference
Fax 706-625-7964	BRENDA PARKER
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
003	Carpet Demolition (standard)	175.00 SQUAREYARD	3.33000	582.75
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN. .			582.75
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL			

Bill To	Requisition 00009770-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC	CRUISE TERMINAL
SHAW SPORTS TURF	201 SOUTH WATER ST
185 SOUTH INDUSTRIAL BLVD	
	MOBILE, AL 36602
CALHOUN, GA 30701	
Tel#706-625-7943	Delivery Reference
Fax 706-625-7964	BRENDA PARKER
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
004	Carpet Disposal	175.00 SQUAREYARD	1.33000	232.75
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN. .			232.75
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
005	Carpet Tile Installation	175.00 SQUAREYARD	7.54000	1319.50
1	2000.80.00.0000.0000.0000.0000.0000.48010.			

Bill To	Requisition 00009770-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC	CRUISE TERMINAL
SHAW SPORTS TURF	201 SOUTH WATER ST
185 SOUTH INDUSTRIAL BLVD	
	MOBILE, AL 36602
CALHOUN, GA 30701	
Tel#706-625-7943	Delivery Reference
Fax 706-625-7964	BRENDA PARKER
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E C0644 .CONSTRUCTN. .			1319.50

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

006	Carpet Border Work	350.00 LINEARFOOT	2.18000	763.00
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E C0644 .CONSTRUCTN. .			763.00

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To

Bill To	Requisition 00009770-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC	CRUISE TERMINAL
SHAW SPORTS TURF	201 SOUTH WATER ST
185 SOUTH INDUSTRIAL BLVD	
	MOBILE, AL 36602
CALHOUN, GA 30701	
Tel#706-625-7943	Delivery Reference
Fax 706-625-7964	BRENDA PARKER
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
007	Transition Installation (excludes materials)	24.00 LINEARFOOT	2.41000	57.84
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN. .			57.84
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
	Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
008	Furniture Removal and Replacement	8.00 HOUR	60.50000	484.00

Bill To	Requisition 00009770-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC	CRUISE TERMINAL
SHAW SPORTS TURF	201 SOUTH WATER ST
185 SOUTH INDUSTRIAL BLVD	
	MOBILE, AL 36602
CALHOUN, GA 30701	
Tel#706-625-7943	Delivery Reference
Fax 706-625-7964	BRENDA PARKER
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN. .			484.00

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

009	Skimcoat - Labor & Materials	2250.00 SQ FT	1.60000	3600.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN. .			3600.00

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Bill To	Requisition 00009770-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved Page 7

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
010	Mositure Testing	1.00 EACH	200.00000	200.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN. .			200.00
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
011	Hourly Rates for Services Not Listed	40.00 HOUR	55.00000	2200.00

Bill To	Requisition 00009770-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC	CRUISE TERMINAL
SHAW SPORTS TURF	201 SOUTH WATER ST
185 SOUTH INDUSTRIAL BLVD	
	MOBILE, AL 36602
CALHOUN, GA 30701	
Tel#706-625-7943	Delivery Reference
Fax 706-625-7964	BRENDA PARKER
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN. .			2200.00

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

012	Supplemental Benefits	40.00 HOUR	25.00000	1000.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN. .			1000.00

Bill To	Requisition 00009770-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved Page 9

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
013	Reimbursement of taxes imposed on the contractor. The contract price does not include any contingency for such tax.	1.00 EACH	798.09000	798.09
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN. .			798.09
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			

Bill To	Requisition 00009770-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC	CRUISE TERMINAL
SHAW SPORTS TURF	201 SOUTH WATER ST
185 SOUTH INDUSTRIAL BLVD	
	MOBILE, AL 36602
CALHOUN, GA 30701	
Tel#706-625-7943	Delivery Reference
Fax 706-625-7964	BRENDA PARKER
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
014	FREIGHT	1.00 EACH	267.33000	267.33
	Additional Description Notes --- PER YOUR PROPOSAL #202851; SOURCEWELL CONTRACT #061323-SII; DATED 05.21.24 FOR QUESTIONS OR CONCERNS CONTACT J. RUSSELL @ 251.208.1083 Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN. .			267.33
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
	Deliver To CRUISE TERMINAL 201 SOUTH WATER ST			

Bill To	Requisition 00009770-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC	CRUISE TERMINAL
SHAW SPORTS TURF	201 SOUTH WATER ST
185 SOUTH INDUSTRIAL BLVD	
	MOBILE, AL 36602
CALHOUN, GA 30701	
Tel#706-625-7943	Delivery Reference
Fax 706-625-7964	BRENDA PARKER
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602 Delivery Reference BRENDA PARKER			

Requisition Link

Requisition Total 21172.48

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

Account			Amount	Remaining Budget
E C0644	.CONSTRUCTN.	.	21172.48	76727.01

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	21172.48	36661.79

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	05/30/24	BRENDA RHODES	
Approved	05/30/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/30/24	RELYA MALLORY	Auto approved by: 910511034
Approved	06/07/24	DONALD ROSE	Auto approved by: 9105paij
Approved	06/07/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/07/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/07/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/07/24	JOHN PAINE	Approved by: 9105neej
Approved	06/07/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00009770-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC	CRUISE TERMINAL
SHAW SPORTS TURF	201 SOUTH WATER ST
185 SOUTH INDUSTRIAL BLVD	
	MOBILE, AL 36602
CALHOUN, GA 30701	
Tel#706-625-7943	Delivery Reference
Fax 706-625-7964	BRENDA PARKER
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

ShawContract

Carpet and floor covering

#080819-SII
Maturity Date: 10/11/2024

Sourcewell
Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 080819-SII gives access to the following types of goods and services:

- Carpet
- Carpet tile
- Broadloom
- Hospitality custom
- Hard surface
- Specialty products
- Static dissipative
- Sundries
- Weld rods
- Wall covering
- Technical
- Maintenance

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

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

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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

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. 2022-135, 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, 2024**. 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. 2023-135.

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.* 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.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

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.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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:6/18/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to UKG Kronos Systems LLC for annual renewal of Kronos Telestaff workforce management software for MFRD.
General fund.

Amount of Contract:

$25,626.69

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240607 Kronos Agenda Package POs	Cover Memo	6/7/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	6/10/2024 - 11:14 AM

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
9841	2024	(1510) FIRE ADMINSTRATION	ANNUAL RENEWAL OF KRONOS TELESTAFF WORKFORCE MANAGEMENT SOFTWARE FOR MFRD (BID EXEMPT AS SOFTWARE; OMNIA /US COMMUNITIES COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$25,626.69	(294306) UKG KRONOS SYSTEMS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009841-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER QUOTE DATED 28-MAY-2024. RENEWAL CONTRACT #1201243 S23-MAY-22 ORIGINAL CONTRACT PER OMNIA/US COMMUNITIES CONTRACT #18220. ATTN: NACHALY VELEZ, KIMBERLY HONOHAN OR ANN MARIE CARLSON INVOICE #12112653			
001	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF CONTACT MANAGER V7. 1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2024 20-SEP-2025 Vendor Item	1.00 EACH	4791.99000	4791.99
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			4791.99
	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			

Bill To	Requisition 00009841-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
002	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF GLOBAL ENTERPRISE V7. 1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2024 20-SEP-2025 PER QUOTE DATED 28-MAY-2024 Vendor Item	1.00 EACH	0.00000	0.00
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			.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			
003	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF GATEWAY MANAGER V7.	1.00 EACH	0.00000	0.00

Bill To	Requisition 00009841-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	1+, 1 LICENSE FOR 1 YEAR, 21-SEP-2024 20-SEP-2025 PER QUOTE DATED 28-MAY-2024 Vendor Item			
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			.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			
004	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF CONTACT MANAGER V7. 1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2024 20-SEP-2025 PER QUOTE DATED 28-MAY-2024 Vendor Item	1.00 EACH	0.00000	0.00
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			.00

Bill To	Requisition 00009841-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 4

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF SMS MANAGER V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2024 20-SEP-2025 PER QUOTE DATED 28-MAY-2024 Vendor Item	1.00 EACH	0.00000	0.00
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			.00

Bill To	Requisition 00009841-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 5

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF BASE FEE Per Month UKG TELESTAFF ENTERPRISE V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2024 20-SEP-2025. Vendor Item	1.00 EACH	20834.70000	20834.70
1	1000.30.15.1510.1522.1510.0000.0000.42200.			20834.70
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To	Requisition 00009841-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF BASE FEE Per Month UKG TELESTAFF GLOBAL ACCESS V7.1+, 575 LICENSES FOR 1 YEAR,21-SEP-2024 20-SEP-2025 PER QUOTE DATED 28-MAY-2024 Vendor Item	1.00 EACH	0.00000	0.00
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			.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			
008	SOFTWARE "CLOUD HOSTING" SUPPORT	1.00	0.00000	0.00

Bill To	Requisition 00009841-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	SERVICES; Cloud Hosting UKG	EACH		
	TELESTAFF BASE FEE Per Month UKG			
	TELESTAFF GATEWAY V7.1+, 1 LICENSE			
	FOR 1 YEAR, 21-SEP-2024			
	20-SEP-2025 PER QUOTE DATED			
	28-MAY-2024			
	Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.42200.			.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			
009	SOFTWARE "CLOUD HOSTING" SUPPORT	1.00	0.00000	0.00
	SERVICES; Cloud Hosting UKG	EACH		
	TELESTAFF BASE FEE Per Month UKG			
	TELESTAFF CONTACT MANAGER V7.1+,			
	575 LICENSES FOR 1 YEAR,			
	21-SEP-2024 20-SEP-2025 PER QUOTE			
	DATED 28-MAY-2024			
	Vendor Item			

Bill To	Requisition 00009841-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 8

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.42200.			.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			
010	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF BASE FEE Per Month UKG TELESTAFF SMS MANAGER V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2024 20-SEP-2025 PER QUOTE DATED 28-MAY-2024 Vendor Item	1.00 EACH	0.00000	0.00
1	1000.30.15.1510.1522.1510.0000.0000.42200.			.00

Bill To	Requisition 00009841-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 9

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 25626.69

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42200.	25626.69	2575904.11
FIRE SUPPRESSION DIV EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Approved	06/06/24	DONALD ROSE	Auto approved by: 9105fola
Approved	06/06/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	06/06/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	06/06/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	06/06/24	JOHN PAINE	Auto approved by: 9105fola
Approved	06/06/24	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	06/06/24	ANNE FOLEY	

Bill To	Requisition 00009841-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 10

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

UKG

UKG

HR, Payroll, Time Keeping, and Culture Solutions

UKG human capital management (HCM) solutions provide the tools your leadership team needs to support the entire employee lifecycle — from recruiting and onboarding to schedules and pay. Through technology built for all, your organization can enhance the employee experience and become a great place to work. Whether education, government, or nonprofit, UKG helps you build a culture of trust and belonging that drive better outcomes for more than 3,000 public sector organizations across the United States.

Click Your Industry

Education | Government

Nonprofit



The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

Public Sector

- K-12 Education
- Higher Education
- State & Local Government

Available through OMNIA Partners, UKG offers human capital management and workforce management solutions to participating public sector agencies.

- **Workforce Management Systems and Related Products, Services and Solutions**
  Cobb County, GA | 18220 and 18221

VIEW CONTRACT DOCUMENTATION

CONTACT US



UKG Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Workforce Management Systems and Related Products, Services and Solutions

Cobb County, GA
Contract Number: 18220 and 18221

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

This website stores cookies on your computer. These cookies are used to improve your website and provide more personalized services to you, both on this website and through other media. To find out more about the cookies we use, see our Privacy Policy.

Accept Decline

Executive Summary

- Executive Summary
- Uniform Guidance
- Due Diligence

Master Agreement Documents

- Official Signed Contract #18220
- Official Signed Contract #18221
- Contract Award Documents
- Contract Renewal 1
- Contract Renewal 2
- Contract Amendment 1 - #18220
- Contract Amendment 2 - #18220
- Contract Amendment 3 - #18220
- Contract Amendment 1 - #18221
- Contract Amendment 2 - #18221
- Contract Amendment 3 - #18221
- Contract Amendment 4 - #18221
- Conversion and Rebranding of Kronos
- Disclosure of Investment Activities in Iran Russia Belarus

Response Evaluation

- Supplier Response to RFP
- Evaluation Summary

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Addendum 2
- Proof of Publication
- PreProposal Sign Sheet
- RFP Response Receipt List

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

September 1, 2023

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. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2024**. 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. 2023-135.

Prior to utilizing Omnia, 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.* 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.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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:6/18/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Carroll

Purpose and Scope of Project:

This Project consist of the replacement of the existing HVAC equipment and controls

Amount of Contract:

$65,287.00

Funding Source

Project # Springhill Recreation Center – HVAC Replacement PR-067-23	**Discretionary Funds**
Project String C0785 CIP PK SPRINGHILL REC CTR IMPRV (20002000-48010)	**Contract Number:**4991
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	6/12/2024 - 4:08 PM
Capital	Rhodes, Brenda	Approved	6/12/2024 - 4:39 PM
Legal	Kern, Chris	Approved	6/13/2024 - 11:33 AM
Mayors Office	Barber, James	Approved	6/13/2024 - 1:15 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Carroll

Purpose and Scope of Project:

For the installation of a 150-Ton Mooring Pile

Amount of Contract:

$154,810.00

Funding Source

Project # City of Mobile, Alabama Cruise Terminal - 150 Ton Mooring Pile CT-013-23	**Discretionary Funds**
Project String C0825 CT-150 TON MOORING BOLLARD RELOCATI (20002000-48010)	**Contract Number:**4980
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	6/6/2024 - 4:15 PM
Capital	Rhodes, Brenda	Approved	6/10/2024 - 9:44 AM
Legal	Kern, Chris	Approved	6/12/2024 - 10:00 AM
Mayors Office	Barber, James	Approved	6/13/2024 - 1:16 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide fire & security alarm service & monitoring at various City of Mobile locations for three years

Amount of Contract:

$56,940.00 per year

Funding Source

Project # Various City of Mobile locations - Fire & Security Alarm Service & Monitoring (3-Yr Service Contract	**Discretionary Funds**
Project String 1004-3037-42150 (Building Services Maintenance & Repairs Operational account)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-016-24 Various City of Mobile locations - Fire & Security Alarm Service & Monitoring (3-Yr Srv Contract)	Cover Memo	6/5/2024

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	6/12/2024 - 4:07 PM

Budget	Collins, Scott	Approved	6/13/2024 - 8:51 AM
Legal	Kern, Chris	Approved	6/13/2024 - 10:29 AM
Legal	Kern, Chris	Approved	6/13/2024 - 10:29 AM
Mayors Office	Barber, James	Approved	6/13/2024 - 1:17 PM

RESOLUTION

2024

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company:	S & O ENTERPRISES, INC.
Project Name:	SECURITY AND FIRE ALARM MONITORING AT VARIOUS CITY OF MOBILE FACILITIES (3-YEAR SERVICE CONTRACT)
Project Number:	SC-016-24
Amount:	Year 1 = $ 60,840.00 Year 2 = $ 60,840.00 + Year 3 = $ 60,840.00 **TOTAL: $182,520.00 combined**

Adopted:

_____

City Clerk

STANDARD CONTRACT AGREEMENT BETWEEN
CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____ day of _____ 2024,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**:	S & O Enterprises, Inc. 572 Azalea Road, Suite #122 Mobile, Alabama 36609 (251) 476-8854
City of Mobile License Number:	30970
City of Mobile Vendor Number:	190305
State of Alabama Business Entity Number:	000-124-567

for the following PROJECT:

PROJECT NAME:	FIRE & SECURITY ALARM SERVICE AND MONITORING (3-YEAR SERVICE CONTRACT)
PROJECT LOCATION:	VARIOUS CITY OF MOBILE FACILITIES
PROJECT NUMBER:	SC-016-24

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, material, tools, insurance, equipment and supplies and perform all work required to provide security and fire alarm monitoring at various City of Mobile facilities, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:
2.1 The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile

shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the Term of the Contract, subject to additions and deductions provided herein, in current funds, the sums as follows:

Year 1 Base Bid: $56,940.00
Unscheduled Services at Unit Rates: not to exceed $3,900 per year.
Year 1 Total: Not to Exceed $60,840.00

Year 2 Base Bid: $56,940.00
Unscheduled Services at Unit Rates: not to exceed $3,900 per year.
Year 2 Total: Not to Exceed $60,840.00

Year 3 Base Bid: $56,940.00
Unscheduled Services at Unit Rates: not to exceed $3,900 per year.
Year 3 Total: Not to Exceed $60,840.00

Total Contract Amount Not to Exceed:

One Hundred Eighty-Two Thousand, Five Hundred Twenty & No/100 Dollars ($182,520.00)
(Amount in Words) (Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

3.2 Unit Pricing:

Flat Fee Monitoring and Simple Service: $780.00 per year @ $65.00 per month
Service / Labor: $75.00 per hour
Additional Material: Shall be billed at Service Contractors direct cost plus fifteen (15%) percent.

3.3 Schedule of Values:

FACILITY	TYPE OF SERVICE	Uplink Fee	YEAR 1	YEAR 2	YEAR 3	TOTAL
200 Government Steet	F/S/A	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Animal Shelter	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Arthur R. Outlaw Mobile Convention Center	F	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Azalea City Golf Course Club House	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Azalea City Golf Course Maintenance Building	S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Azalea Road Complex Main Building & Gym	F/S	N/A	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00

Connie Hudson Mobile Regional Senior Comm. Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Copeland/Cox Tennis Center	S	N/A	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Dog River Park Community Center	S	N/A	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Electrical Department	S	N/A	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Figures Park Community Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Fire Dept. Central Services Warehouse Building	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Fort Conde Museum	S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Fort Conde Welcome Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
GulfQuest Maritime Museum	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Harmon Park Community Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Herndon-Sage Park Office Building	S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Hillsdale Park Community Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
History Museum of Mobile	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
History Museum of Mobile Board Warehouse	S	N/A	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Hope Community Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Hurtel (Ft. Wright) Armory	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Laun Park Community Center	S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Lyons Park Tennis Office	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Medal of Honor Park Gymnastics Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Medal of Honor Park Tennis Facility	S	N/A	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Metro Firearms Facility	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Mitternight Park Community Center	S	N/A	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Mobile, Alabama Cruise Terminal	F	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Mobile, Alabama Cruise Terminal Offsite Parking	S	N/A	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00

Mobile Civic Center (facility slated for demolition 8/24/2024)	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Mobile Museum of Art	F/S/A	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Mobile Technology Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Municipal Archives	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Newhouse Park Recreation Center	S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Parks Eastern Division Mowing Section	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Parkway Senior Center (S.A.I.L.)	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Phoenix Fire Museum	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Academy	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police 1st Precinct	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police 2nd Precinct	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police 3rd Precinct	F/S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Crime Prevention	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Headquarters Building	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police HQ Narcotics Safe	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police HQ Property Room Vault "Training Building"	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Impound Lot - Metal Building	F	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Impound Lot - Trailer	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Mounted Unit (facility will relocate to Grand Bay, AL)	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Special Operations Building - Intelligence	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Special Operations Building - Internal Affairs	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Special Operations Building - Main	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Public Buildings Carpentry Shop	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Public Buildings Fence & Roofing Shop	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Public Buildings Welding Shop	S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00

Public Safety Complex	F	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Public Works Garage Paint and Body Shop	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Rickarby Park Recreation Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Saenger Theater	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Sage Armory Bldg.	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Seals Park Community Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Springhill Recreation Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Stotts Park Community Center	S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Sullivan Park Community Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Tardy Cottage	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Taylor Park Community Center	F/S/A	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Telecommunications Building	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Tillman's Corner Community Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Traffic Engineering Department	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Trinity Gardens Park Dotch Community Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Trinity Gardens Park Michael C. Dow Amphitheater	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Trinity Gardens Park Tricksey Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Western Admin. Complex (WAC)	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
(73 Facilities)	**Totals:**		$ 56,940.00	$ 56,940.00	$ 56,940.00	$ 170,820.00

Type of Service: **F/S** indicates monitoring required for both fire and security systems; **S** indicates monitoring of security system only.

N/A – Not Applicable

Systems not included in this contract and that are proprietary in nature include, but are not limited to, SIMPLEX, EST (Edwards Systems Technology), Fire Control Instrument.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments for uplinks shall be made during the first month of Year One.

B. Payments for monitoring services shall be made monthly, based on the Yearly

amount divided into Twelve (12) equal amounts for completed work as specified.

C. One (1) Original invoices shall be delivered to the Building Services Project Manager for review and approval by the 25th day of each month.

D. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The City may terminate the Contract upon thirty (30) days written notice. The City shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The City shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)	10 pages
2. Scope of Work, dated April 15, 2024	1 page
3. Exhibit A – Locations	4 pages
4. Bid Form	7 pages
5. DBE Waiver	1 page
5. E-Verify Documentation	2 pages
6. State of Alabama Business Entity Documentation	2 pages
7. General Conditions	8 pages
8. Certificates of Insurance with Endorsements	___ pages

ARTICLE 7. Insurance:

7.1 Required coverage:

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

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:

Bodily injury and property damage combined –$1,000,000 per occurrence

4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

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

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

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, along with all endorsements and policies, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone

number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

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

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

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

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service 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 Service 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

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

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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ARTICLE 9. Signature:
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:
City of Mobile

Signature

William S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
S & O Enterprises, Inc.

Signature

Orin D. Shreves, President/Owner
Printed Name and Corporate 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 Orin D. Shreves as President/Owner of S & O Enterprises, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this 20th day of May, 2024.

Tamara J. Foshee
NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
TAMARA J. FOSHEE
My Commission Expires
August 11, 2027

SCOPE OF WORK
April 15, 2024

Scope of Services:

A. Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to properly program and monitor all security and fire alarm systems at various City of Mobile facilities, as listed in Exhibit A - Locations.

B. Monitoring Requirements:

1. Service Contractor shall monitor security and fire alarm systems 24 hours per day, 7 days a week, 365 days a year. In the event of an alarm, Service Contractor shall immediately telephone the facility "contact" and the Police/Fire Dispatch office in number order as provided by the City of Mobile Building Services Department (see No. 2).
2. Prior to start of monitoring services, Service Contractor shall verify all contact information with Owner. Service Contractor shall maintain a current "Contact" list including facility names, addresses, individual contacts (if available) and contact telephone numbers.
3. Prior to start of monitoring services, Service Contractor shall inspect fire alarm and/or security panels at each facility and make alterations as required to ensure that each facility can be successfully monitored, inspect existing or install new uplink units and make sure they can communicate with the monitoring service. If the Service Contractor chooses to install new uplink units, the equipment shall be Uplink LTE30EX or equal. The cost of revising existing or installing new uplinks shall be included in the Contract Amount.
4. Service Contractor shall submit daily signal report(s) that include Signal, Alarm and Ignored Signals, daily Unrestored Signals, Test Trouble Alerts, and Fail to Communicate/Telephone Line Faults to Building Services.
5. If an alert is given that an alarm panel is not functioning (fail to communicate or communications errors), Service Contractor shall immediately contact Building Services Project Manager.

C. Service Requirements:

1. Service Contractor shall supply all cost for simple services related to time and travel, service calls, labor, replacement parts, equipment, and supplies necessary to perform repairs on existing, non-proprietary systems. Proprietary system repairs shall be excluded from the service contract.
2. All major system repairs shall be quoted in accordance with Alabama State Bid Laws and pre-approved in writing prior to the commencement of work to be performed.
3. All work shall be coordinated with Building Services Project Manager.

EXHIBIT A - LOCATIONS

FACILITY	TYPE OF SERVICE	ADDRESS	PANEL
200 Government Street	F/S	200 Government Street, Mobile, AL 36602	Simplex 4010
Animal Shelter	F/S	855 Owens Street, Mobile, AL 36604	DMP XR150N
Arthur R. Outlaw Mobile Convention Center	F	1 South Water Street, Mobile, AL 36602	Simplex 4100ES
Azalea City Golf Course Club House	F/S	1000 Gaillard Drive, Mobile, AL 36608	FireShield FS1004
Azalea City Golf Course Maintenance Building	S	1000 Gaillard Drive, Mobile, AL 36608	DCS 1555
Azalea Road Complex Main Building & Gym	F/S	1301 Azalea Road, Mobile, AL 36693	DMP XR150
Connie Hudson Mobile Regional Senior Comm. Center	F/S	3201 Hillcrest Road, Mobile, AL 36695	EST-2
Copeland/Cox Tennis Center	S	851 Gaillard Drive, Mobile, AL 36608	DSC PC1832
Dog River Park Community Center	S	2459 North Dog River Drive, Mobile, AL 36605	DSC PC1616
Electrical Department	S	854 Gayle Street, Mobile, AL 36604	DMP XR100
Figures Park Community Center	F/S	658 Donald Street, Mobile, AL 36617	DMP XR200F
Fire Dept. Central Services Warehouse Building	F/S	2851 Old Shell Road, Mobile, AL 36607	DMP XR2500R
Fort Conde Museum	S	150 South Royal Street, Mobile, AL 36602	ADEMCO AM100
Fort Conde Welcome Center	F/S	150 South Royal Street, Mobile, AL 36602	Simplex 4007/DSC PC1616
GulfQuest Maritime Museum	F/S	155 South Water Street, Mobile, AL 36602	EST-3
Harmon Park Community Center	F/S	1611 Belfast Street, Mobile, AL 36605	DMP XR500
Herndon-Sage Park Office Building	F/S	2900 Dauphin Street, Mobile, AL 36606	DSC PC1616
Hillsdale Park Community Center	F/S	558 Felhorn Road, Mobile, AL 36608	Firelite MS10UD/DMP XR500FC
History Museum of Mobile	F/S	111 South Royal Street, Mobile, AL 36602	JCI Metasys
History Museum of Mobile Board Warehouse	S	51 South Hallet Street, Mobile, AL 36604	DSC PC1616
Hope Community Center	F/S	850 Edwards Street, Mobile, AL 36610	DMP XR100

Hurtel (Ft. Wright) Armory	F/S	1900 Hurtel Street, Mobile, AL 36605	Simplex 4010 ES
Laun Park Community Center	S	5401 Windmill Street, Mobile, AL 36693	DSC PC1575
Lyons Park Tennis Office & Pavilion	F/S	180 Lyons Park Avenue, Mobile, AL 36604	FireLite MS10UD
Medal of Honor Park Gymnastics Center	F/S	1711 Hillcrest Road, Mobile, AL 36695	Edwards E-F5502
Medal of Honor Park Tennis Facility	S	1711 Hillcrest Road, Mobile, AL 36695	DSC PC1616
Metro Firearms Facility	F/S	12247 Tanner Williams Road, Wilmer, AL 36587	Simplex 4006
Mitternight Park Community Center	S	5310 Colonial Oaks Drive, Mobile, AL 36618	DSC PC1616
Mobile, Alabama Cruise Terminal	F	201 South Water Street, Mobile, AL 36602	FCI 7100
Mobile, Alabama Cruise Terminal Offsite Parking	S	401 Civic Center Drive, Mobile, AL 36602	DMP
Mobile Civic Center (facility slated for demolition 8/2024)	F/S	401 Civic Center Drive, Mobile, AL 36602	Silent Knight 6820 EVS
Mobile Museum of Art	F/S	4850 Museum Drive, Mobile, AL 36608	Simplex 4100
Mobile Technology Center	F/S	651 Church Street, Mobile, AL 36602	DMP XR500
Municipal Archives	F/S	457 Church Street, Mobile, AL 36602	DMP XR100FC
Newhouse Park Recreation Center	S	2960 Alston Drive, Mobile, AL 36605	DSC PC1832
Parks Eastern Division Mowing Section	S	603 South Broad Street, Mobile, AL 36603	GEM P1632
Parkway Senior Center (S.A.I.L.)	F/S	1600 Boykin Boulevard, Mobile, AL 36605	DMP XR150 / DSC PC1616
Phoenix Fire Museum	S	203 South Claiborne Street, Mobile, AL 36602	DSC PC1616
Police Academy	F/S	1251 Virginia Street, Mobile, AL 36604	Simplex 4005
Police 1st Precinct	F/S	2601 Dauphin Island Parkway, Mobile AL. 36605	Edwards 10
Police 2nd Precinct	F/S	5441 Highway 90, Building C, Mobile, AL 36619	Edwards 10
Police 3rd Precinct	F/S	2165 St. Stephen Road, Mobile, AL 36617	DMP XR500FC
Police Crime Prevention	S	2407 Airport Boulevard, Mobile, AL 36606	DSC PC1616
Police Headquarters Building	F/S	2460 Government Boulevard, Mobile, AL 36606	DMP XR150DN
Police HQ Narcotics Safe	S	2460 Government Boulevard, Mobile, AL 36606	DSC PC 1832
Police HQ Property Room Vault "Training Building"	S	2460 Government Boulevard, Mobile, AL 36606	DSC PC1616

Police Impound Lot - Metal Building	F	1251 Virginia Street, Mobile, AL 36604	Simplex 4008
Police Impound Lot - Trailer	S	1251 Virginia Street, Mobile, AL 36604	ADEMCO PDT1640U
Police Mounted Unit (Facility will relocate to Grand Bay)	S	1251 Virginia Street, Mobile, AL 36604 (will relocate to 6160 Gaston Loop Rd, Grand Bay, AL, 36541)	DSC PC1616
Police Special Operations Building - Intelligence	S	850 St. Anthony Street, Mobile, AL 36603	DSC PC1832
Police Special Operations Building - Internal Affairs	S	850 St. Anthony Street, Mobile, AL 36603	DSC PC1832
Police Special Operations Building - Main	F/S	850 St. Anthony Street, Mobile, AL 36603	VES VF185810
Public Buildings Carpentry Shop	F/S	850 Owens Street, Mobile, AL 36604	DSC PC1832
Public Buildings Fence & Roofing Shop	S	850 Owens Street, Mobile, AL 36604	DSC PC1616
Public Buildings Welding Shop	S	850 Owens Street, Mobile, AL 36604	DSC PC1616
Public Safety Complex	F	8080 Airport Boulevard, Mobile, AL 36608	Simplex 4100ES
Public Works Garage Paint and Body Shop	F/S	901 Kelly Street, Mobile, AL 36605	DSC PC1616
Rickarby Park Recreation Center	F/S	550 Rickarby Street, Mobile, AL 36606	DMP XR100
Saenger Theater	F/S	6 South Joachim Street, Mobile, AL 36602	EST
Sage Armory Bldg.	F/S	48 North Sage Avenue, Mobile, AL 36606	DMP XR150N / DSC PC1616
Seals Park Comm. Center	F/S	540 Texas Street, Mobile, AL 36603	DMP XR200
Springhill Recreation Center	F/S	1151 Springhill Avenue, Mobile, AL 36604	DMP XR500
Stotts Park Community Center	S	2150 Demotropolis Road, Mobile, AL 36693	DSC PC1616
Sullivan Park Community Center	F/S	351 North Catherine Street, Mobile, AL 36603	Simplex 4010
Tardy Cottage	F/S	104 South Lawrence Street, Mobile, AL 36602	DMP XR550
Taylor Park Community Center	F/S	1050 Baltimore Street, Mobile, AL 36605	FireLite MS9200
Telecommunications Building	F/S	107 South Royal Street, Mobile, AL 36602	DMP XR150N
Tillman's Corner Community Center	F/S	5055 Carol Plantation Road, Mobile, AL 36582	DMP XR200
Traffic Engineering Department	S	852 Gayle Street, Mobile, AL 36604	DMP XT30
Trinity Gardens Park Dotch Community Center	F/S	3100 Bank Avenue, Mobile, AL 36617	Simplex 4005

Trinity Gardens Park Michael C. Dow Amphitheater	F/S	3155-B Bank Avenue, Mobile, AL 36617	DMP XR150
Trinity Gardens Park Tricksey Center	F/S	3055 Bank Avenue, Mobile, AL 36617	DMP XR500FC
Western Admin. Complex (WAC)	F/S	4851 Museum Drive, Mobile, AL 36608	FireLite MS-10UD

Type of Service: **F/S** indicates monitoring required for both fire and security systems; **S** indicates monitoring of security system only. **A** indicates Arming and Disarming App.

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE, 205 GOVERNMENT ST., P.O. BOX 1827, MOBILE, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT - SECURITY AND FIRE ALARM MONITORING

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-016-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile Building Services Department, dated April 15, 2024, and all subsequent Addenda thereto, as verified by the Bidder prior to submission of this Proposal and which are hereby acknowledged, the Undersigned Bidder,

COMPANY NAME: S+O Enterprise Inc

ADDRESS: 572 Azalea Road Suite 122

PHONE: 251-476-8854 **EMAIL:** sandent@cs.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 30970

CITY OF MOBILE VENDOR NUMBER: 190305

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: NA

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [✓] **(A Corporation)**
[ ] **(A Partnership)**
[ ] **(An Individual Doing Business)**

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than

Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

BASE BID – As specified in Scope of Work

FACILITY	TYPE OF SERVICE	Uplink Fee	YEAR 1	YEAR 2	YEAR 3	TOTAL
200 Government Steet	F/S/A	$ 0	$ 984.00	$ 984.00	$ 984.00	$ 2952.00
Animal Shelter	F/S	$ 0	$ 504.00	$ 504.00	$ 504.00	$ 1512.00
Arthur R. Outlaw Mobile Convention Center	F	$ 0	$ 864.00	$ 864.00	$ 864.00	$ 2592.00
Azalea City Golf Course Club House	F/S	$ 0	$ 1368.00	$ 1368.00	$ 1368.00	$ 4104.00
Azalea City Golf Course Maintenance Building	S	$ 0	$ 504.00	$ 504.00	$ 504.00	$ 1512.00
Azalea Road Complex Main Building & Gym	F/S	N/A	$ 504.00	$ 504.00	$ 504.00	$ 1512.00
Connie Hudson Mobile Regional Senior Comm. Center	F/S	$ 0	$ 1368.00	$ 1368.00	$ 1368.00	$ 4104.00
Copeland/Cox Tennis Center	S	N/A	$ 324.00	$ 324.00	$ 324.00	$ 972.00
Dog River Park Community Center	S	N/A	$ 324.00	$ 324.00	$ 324.00	$ 972.00
Electrical Department	S	N/A	$ 324.00	$ 324.00	$ 324.00	$ 972.00
Figures Park Community Center	F/S	$ 0	$ 1368.00	$ 1368.00	$ 1368.00	$ 4104.00
Fire Dept. Central Services Warehouse Building	F/S	$ 0	$ 1188.00	$ 1188.00	$ 1188.00	$ 3564.00
Fort Conde Museum	S	$ 0	$ 504.00	$ 504.00	$ 504.00	$ 1512.00
Fort Conde Welcome Center	F/S	$ 0	$ 864.00	$ 864.00	$ 864.00	$ 2592.00
GulfQuest Maritime Museum	F/S	$ 0	$ 1368.00	$ 1368.00	$ 1368.00	$ 4104.00
Harmon Park Community Center	F/S	$ 0	$ 1368.00	$ 1368.00	$ 1368.00	$ 4104.00
Herndon-Sage Park Office Building	F/S	$ 0	$ 828.00	$ 828.00	$ 828.00	$ 2484.00
Hillsdale Park Community Center	F/S	$ 0	$ 1368.00	$ 1368.00	$ 1368.00	$ 4104.00
History Museum of Mobile	F/S	$ 0	$ 1188.00	$ 1188.00	$ 1188.00	$ 3564.00
History Museum of Mobile Board Warehouse	S	N/A	$ 324.00	$ 324.00	$ 324.00	$ 972.00
Hope Community Center	F/S	$ 0	$ 864.00	$ 864.00	$ 864.00	$ 2592.00
Hurtel (Ft. Wright) Armory	F/S	$ 0	$ 1188.00	$ 1188.00	$ 1188.00	$ 3564.00
Laun Park Community Center	S	$ 0	$ 504.00	$ 504.00	$ 504.00	$ 1512.00
Lyons Park Tennis Office	F/S	$ 0	$ 1368.00	$ 1368.00	$ 1368.00	$ 4104.00
Medal of Honor Park Gymnastics Center	F/S	$ 0	$ 828.00	$ 828.00	$ 828.00	$ 2484.00

Medal of Honor Park Tennis Facility	S	N/A	$ 324.00	$324.00	$324.00	$972.00
Metro Firearms Facility	F/S	$0	$504.00	$504.00	$504.00	$1512.00
Mitternight Park Community Center	S	N/A	$324.00	$324.00	$324.00	$972.00
Mobile, Alabama Cruise Terminal	F	$0	$864.00	$864.00	$864.00	$2592.00
Mobile, Alabama Cruise Terminal Offsite Parking	S	N/A	$504.00	$504.00	$504.00	$1512.00
Mobile Civic Center (Facility slated for demolition 8/24)	F/S	$ 0	$864.00	$864.00	$864.00	$2592.00
Mobile Museum of Art	F/S/A	$0	$624.00	$624.00	$624.00	$1872.00
Mobile Technology Center	F/S	$0	$ 864.00	$ 864.00	$ 864.00	$2592.00
Municipal Archives	F/S	$0	$ 504.00	$ 504.00	$ 504.00	$ 1512.00
Newhouse Park Recreation Center	S	$0	$ 504.00	$ 504.00	$ 504.00	$1512.00
Parks Eastern Division Mowing Section	S	N/A	$324.00	$324.00	$324.00	$972.00
Parkway Senior Center (S.A.I.L)	F/S	$0	$1368.00	$1368.00	$1368.00	$4104.00
Phoenix Fire Museum	S	N/A	$ 324.00	$ 324.00	$ 324.00	$ 972.00
Police Academy	F/S	$0	$ 504.00	$ 504.00	$ 504.00	$1512.00
Police 1st Precinct	F/S	$0	864.00	864.00	864.00	2592.00
Police 2nd Precinct	F/S	$0	$ 864.00	$864.00	$ 864.00	$2592.00
Police 3rd Precinct	F/S	N/A	$ 324.00	$ 324.00	$324.00	$ 972.00
Police Crime Prevention	S	N/A	$ 324.00	$324.00	$324.00	$972.00
Police Headquarters Building	F/S	$0	$504.00	$504.00	$504.00	$1512.00
Police HQ Narcotics Safe	S	N/A	$324.00	$324.00	$324.00	$972.00
Police HQ Property Room Vault "Training Building"	S	N/A	$324.00	$324.00	$324.00	$972.00
Police Impound Lot - Metal Building	F	N/A	$324.00	$324.00	$324.00	$972.00
Police Impound Lot - Trailer	S	N/A	$324.00	$324.00	$324.00	$972.00
Police Mounted Unit (Facility will relocate to Grand Bay)	S	$0	$324.00	$324.00	$324.00	$972.00
Police Special Operations Building - Intelligence	S	N/A	$324.00	$324.00	$324.00	$972.00
Police Special Operations Building - Internal Affairs	S	N/A	$324.00	$324.00	$324.00	$972.00
Police Special Operations Building - Main	F/S	$0	$1188.00	$1188.00	$1188.00	$3564.00
Public Buildings Carpentry Shop	F/S	$0	$504.00	$504.00	$504.00	$1512.00
Public Buildings Fence & Roofing Shop	S	N/A	$648.00	$648.00	$648.00	$1944.00
Public Buildings Welding Shop	S	$0	$ 504.00	$504.00	$504.00	$1512.00

Public Safety Complex	F	N/A	$ 324.00	$ 324.00	$ 324.00	$ 972.00
Public Works Garage Paint and Body Shop	F/S	$ 0	$ 504.00	$ 504.00	$ 504.00	$ 1512.00
Rickarby Park Recreation Center	F/S	$ 0	$ 864.00	$ 864.00	$ 864.00	$ 2592.00
Saenger Theater	F/S	$ 0	$ 1368.00	$ 1368.00	$ 1368.00	$ 4104.00
Sage Armory Bldg.	F/S	$ 0	$ 828.00	$ 828.00	$ 828.00	$ 2484.00
Seals Park Comm. Center	F/S	$ 0	$ 864.00	$ 864.00	$ 864.00	$ 2592.00
Springhill Recreation Center	F/S	$ 0	$ 864.00	$ 864.00	$ 864.00	$ 2592.00
Stotts Park Community Center	S	$ 0	$ 504.00	$ 504.00	$ 504.00	$ 1512.00
Sullivan Park Community Center	F/S	$ 0	$ 1368.00	$ 1368.00	$ 1368.00	$ 4104.00
Tardy Cottage	F/S	$ 0	$ 1368.00	$ 1368.00	$ 1368.00	$ 4104.00
Taylor Park Community Center	F/S/A	$ 0	$ 1368.00	$ 1368.00	$ 1368.00	$ 4104.00
Telecommunications Building	F/S	$ 0	$ 504.00	$ 504.00	$ 504.00	$ 1512.00
Tillman's Corner Community Center	F/S	$ 0	$ 864.00	$ 864.00	$ 864.00	$ 2592.00
Traffic Engineering Department	S	N/A	$ 324.00	$ 324.00	$ 324.00	$ 972.00
Trinity Gardens Park Dotch Community Center	F/S	$ 0	$ 1368.00	$ 1368.00	$ 1368.00	$ 4104.00
Trinity Gardens Park Michael C. Dow Amphitheater	F/S	$ 0	$ 864.00	$ 864.00	$ 864.00	$ 2592.00
Trinity Gardens Park Tricksey Center	F/S	$ 0	$ 1368.00	$ 1368.00	$ 1368.00	$ 4104.00
Western Admin. Complex (WAC)	F/S	$ 0	$ 1368.00	$ 1368.00	$ 1368.00	$ 4104.00
(73 Facilities)	**Totals:**		$ 55,464.00	$ 55,464.00	$ 55,464.00	$ 166,392.00

Type of Service: **F/S** indicates monitoring required for both fire and security systems; **S** indicates monitoring of security system only. **A** indicates Arming and Disarming App.

N/A – Not Applicable: Unless specified as N/A, location has an existing uplink for dialing into the monitoring service, the present service contractor has proved the uplink at no cost. The new service contractor shall have the option to either purchase the existing uplink units from the City of Mobile, at a cost of $400.00 per unit, or provide new uplink units at contractors own cost, and as specified in the above table for the term of this Agreement.

First Year – Initial Term	$ 55,464	.00
Second Year – First Additional Term	$ 55,464	.00
Third Year – Second Additional Term	$ 55,464	.00
Total:	$ 166,392	.00

Non-Contract Service - $75.00 Service Call plus parts

Total Bid Amount:

One Hundred Sixty Six Thousand Three Hundred
(Amount in Words)

Ninety Two & 00/100 Dollars ($ 166,392 .00)
(Amount in Numbers)

Alternate #1 Base Bid, Flat Fee, Simple Service - As specified in Scope of Work.
This alternative Flat Fee Bid Option provides the City with Flat Fee pricing for ALL included facilities, for simple services related to time and travel, service calls, labor, replacement parts, equipment, supplies, cell monitoring, and cell uplink for existing, non-proprietary burglar and fire monitoring systems.

FACILITY	TYPE OF SERVICE	Rate	YEAR 1	YEAR 2	YEAR 3	TOTAL
Each (73 Facilities)	Various	$65.00	$780.00	$780.00	$780.00	2340.00
Total All Facilities	Various	$4745.00	$56,940.00	$56,940.00	$56,940.00	$170,820.00

First Year – Initial Term (73 Facilities) $ 56,940 .00
Second Year – First Additional Term (73 Facilities) $ 56,940 .00
Third Year – Second Additional Term (73 Facilities) $ 56,940 .00
Total: $ 170,820 .00

Total Alternate #1 Bid Amount:

One Hundred Seventy Thousand Eight Hundred
(Amount in Words)

Twenty & 00/100 Dollars ($ 170,820 .00)
(Amount in Numbers)

Bids (both options) shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

1. BID INCLUDES:
Addendum Number 1, Dated 04/18/2024
Addendum Number 2, Dated 04/30/2024
Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991, and as amended December 18, 2018.

1. **QUESTIONS:** To be answered by all vendors (regardless of whether intending to claim a preference):
   A. Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above Alarm Company 572 Azalea Rd Suite 122 Mobile 36609
   B. If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so, please describe NA.
   C. Should the City consider your business: woman-owned, a small business, minority owned, veteran-owned, or disadvantaged-owned? No. If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

5. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Subcontracting & Major Supplier Plan
- Bid Bond or Cashier's Check, if applicable
- Secretary of State Authorization (Out of State Bidders Only)
- Any additional information, as required by Project Manual

Remainder of Page Intentionally Left Blank

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

S + D Enterprise, Inc
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Orin Shreves
(Typed)

TITLE President | Owner
(Typed)

DATE May 1st, 2024

Sworn to and subscribed before me this 1st **day of** May, 2024

Tamara J Foshee
Notary Public

STATE OF ALABAMA NOTARY PUBLIC
TAMARA J. FOSHEE
My Commission Expires
August 11, 2027

END OF SECTION

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-016-24 Current Date 4/12/2024

Project Description SERVICE CONTRACT - SECURITY AND FIRE ALARM MONITORING

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Provide Security and Fire Alarm Monitoring for the City of Mobile - Various Locations

Provide Security and Fire Alarm Monitoring for the City of Mobile - Various Locations

Provide Security and Fire Alarm Monitoring for the City of Mobile - Various Locations

Provide Security and Fire Alarm Monitoring for the City of Mobile - Various Locations

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Provide Security and Fire Alarm Monitoring for the City of Mobile - Various Locations

Provide Security and Fire Alarm Monitoring for the City of Mobile - Various Locations

Requested By (Department Director)

Chad B. Holm — Building Services Project Manager — 4/12/24

(Signature) (Title) (Date)

Chad Holm — chad.holm@cityofmobile.org

Telephone Number — Email Address

251-208-7519

Archnique Kidd

Reviewed By (Office of Supplier Diversity)

Archnique Kidd — Supplier Diversity Manager — 4/15/2024

(Signature) (Title) (Date)

Approved By (CAO)

E-Verify

Company ID Number: 518511

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer: S & O Enterprises, Inc.	
Orin Shreves Name (Please Type or Print)	Title
Electronically Signed Signature	03/10/2012 Date

Department of Homeland Security – Verification Division	
USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	03/10/2012 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	S & O Enterprises, Inc.
Company Facility Address:	801 Executive Park Drive Suite 205
	Mobile, AL 36606
Company Alternate Address:	P.O. Box 50845
	Mobile, AL 36605
County or Parish:	MOBILE
Employer Identification Number:	630990967

E-Verify

Company ID Number: 518511

North American Industry Classification Systems Code:	238
Administrator:	Beckham Enterprises LLC C/O Autobahn Collision of Scottsdale
Number of Employees:	5 to 9
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Orin D Shreves		
Telephone Number:	(251) 476 - 8854	Fax Number:	(251) 650 - 4969
E-mail Address:	sanoent@cs.com		
Name:	Belinda G Smith		
Telephone Number:	(251) 476 - 8854	Fax Number:	(251) 650 - 4969
E-mail Address:	sanoent@cs.com		
Name:	Desiree Newell		
Telephone Number:	(251) 476 - 8854	Fax Number:	(251) 650 - 4969
E-mail Address:	sanoent@cs.com		

Alabama Secretary of State

S & O Enterprises, Inc., close corporation	
Entity ID Number	000 - 124 - 567
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	06/21/1988
Registered Agent Name	SHREVES, ORIN D
Registered Office Street Address	572 AZALEA RD SUITE 122 MOBILE, AL 36609
Registered Office Mailing Address	572 AZALEA RD SUITE 122 MOBILE, AL 36609
Nature of Business	ALARM & FIRE WARNING SYSTEMS
Capital Authorized	$1,000
Capital Paid In	---
Incorporators	
Incorporator Name	SHREVES, ORIN D
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SHREVES, SHERRY J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	06/21/2005
Principal Office Changed From	EIGHT MILE, AL
Transaction Date	06/21/2005
Registered Agent Changed From	SHREVES, ORIN D 8790 BROADUS RD EIGHT MILE, AL 36613
Transaction Date	07/31/2006

S & O Enterprises, Inc., close corporation	
Registered Agent Changed From	SHREVES, ORIN D 801 EXECUTIVE PARK DR STE 208A MOBILE, AL 36609
Transaction Date	03/10/2010
Registered Agent Changed From	SHREVES, ORIN D 6621 RED MAPLE DR MOBILE, AL 36618
Transaction Date	06/19/2013
Agent Mailing Address Changed From	* Added
Transaction Date	06/19/2013
Registered Agent Changed From	SHREVES, ORIN D 801 EXECUTIVE PK DRIVE STE 208A MOBILE, AL 36609
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/21/1988 Certificate of Formation 4 pgs.
Document Date / Type / Pages	06/21/2005 Registered Agent Change 1 pg.
Document Date / Type / Pages	07/31/2006 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/10/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	06/19/2013 Registered Agent Change 2 pgs.

New Search

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Standard Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE CITY:

A. The "City" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The City's designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the City for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the City may do so and City shall be entitled to reimbursement from the Service Contractor.

L. Service 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 Service 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.

M. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. STARTING WORK: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. CONTRACT SUM: The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. SCHEDULE OF VALUES: The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. METHOD OF PAYMENT: The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments for uplinks shall be made during the first month of Year One.

2)Payments for monitoring services shall be made monthly upon completion of work as specified.
3) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
4) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under

the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
4) Claims for damages insured by usual personal injury liability coverage;
5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7) Claims for bodily injury or property damage arising out of completed operations; and
8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
d) Broad Form Property Damage Coverage, including Completed Operations.
e) Personal Injury Liability, with employees exclusions removed.
f) The Service Contractor shall indemnify and save harmless the City against all loss, cost, or damage on account of injuries to

persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the City, on account thereof.

g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all Citys of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury and Property Damage	$1,000,000 combined single limit

4) Excess/Umbrella Liability:

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

C. Certificates of insurance acceptable to the City shall be filed with the City at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City. Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 2. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the laws of the State of Alabama.

B. The City and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the City or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the City timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the City with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.

I. Service 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 Service 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The City may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the City, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the City and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The City may, at any time, terminate the Contract for the City's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the City's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The City shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the City and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the City or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the City may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the City may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

MOBILE
ALABAMA

Addendum No. 1

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Security and Fire Alarm Monitoring - Various City of Mobile Facilities

Project #SC-016-24

Date: April 18, 2024

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated April 15, 2024. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Item 1. The Pre-Bid Conference Attendance Roster, dated April 22, 2024, and agenda are attached and form part of Addendum No. 1.

Item 2. DBE Requirements for this project have been waived. The attached DBE Waiver shall be included in the bid packet when submitted by interested parties.

END OF ADDENDUM NO. 1

Service Contract – Security & Fire Alarm Monitoring –
Various City of Mobile Facilities
Project # SC-016-24
PRE-BID CONFERENCE
10:00am Monday, April 22, 2024
205 Government Street, Mobile, Alabama 36602

AGENDA

1. **Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

A. Introductions – Building Services Department, Project Manager
Chad Holm, 251-208-7519 office; chad.holm@cityofmobile.org
REAM, Operations Manager
Jacob Laurence, 251-422-3312 cell; laurencej@cityofmobile.org

2. **Discussion of Scope of Work:**

A. The scope of this project is to:

1. Provide a Base Bid for furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to properly program and monitor all security and fire alarm systems at various City of Mobile facilities outlined in the Scope of Work and Exhibit A – Locations and Addresses in the Bid Documents, dated April 15, 2024.

a. Alternate #1 Flat Fee Base Bid, Simple Service -: Bidders shall also submit an alternate Flat Fee Bid Base Bid, as specified in Scope of Work. This alternative Flat Fee Bid Option provides the City with an option to select Flat Fee pricing for ALL included facilities, for simple services related to time and travel, service calls, labor, replacement parts, equipment, supplies, cell monitoring, and cell uplink for existing, non-proprietary burglar and fire monitoring systems.

2. Proprietary systems and major system repairs shall not be included as a part of the contract pricing.

3. Service Contractor shall monitor security and fire alarm systems 24 hours per day, 7-days a week, 365 days a year. In the event of an alarm, Service Contractor shall immediately telephone the facility "contact" and the Police/Fire Dispatch office in number order as provided by the City of Mobile Building Services Department (see No. 3).

4. Prior to start of monitoring services, Service Contractor shall verify all contact information with Owner. Service Contractor shall maintain a current "Contact" list including facility names, addresses, individual contacts (if available) and contact telephone numbers.

5. Prior to start of monitoring services, Service Contractor shall inspect fire alarm and/or security panels at each facility and make alterations as required to ensure that each facility can be successfully monitored, inspect existing or install new uplink units and make sure they can communicate with the monitoring service. If the Service Contractor chooses to install new uplink units, the equipment shall be Uplink LTE30EX or equivalent. The cost of revising existing or installing new uplinks shall be included in the Contract Amount.

6. Service Contractor shall submit daily signal report(s) that include Signal, Alarm and Ignored Signals, daily Unrestored Signals, Test Trouble Alerts, and Fail to Communicate/Telephone Line Faults to Building Services.

7. If an alert is given that an alarm panel is not functioning (fail to communicate or communications errors), Service Contractor shall immediately contact Building Services Project Manager.

B. City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.

C. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall pre-schedule visits for repairs and shall secure the area of the site in which they are working.
D. Site access shall be limited to pre-approved locations agreed upon in advance by the Building Services Project Manager and the Contractor. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
E. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
F. Any proposed changes to the Scope of Work shall be submitted to the Building Services Project Manager for approval in advance of commencement of any work.
G. Work hours shall typically be 7am to 4pm for Fire Stations & Police Precincts. All other facilities work hours shall be 8am to 4pm.
H. Upon coordination with the Building Services Project Manager, Contractor shall start with the project within 10 days following the written Notice to Proceed.
I. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for two (2) terms following the initial year.

3. **Bidding instructions, forms, special requirements and time:**

A. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Chad Holm at chad.holm@cityofmobile.org and copied to laurencej@cityofmobile.org
B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Project Manager shall issue all addenda.
C. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.
D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid envelope for all bids $250,000 or more.
E. Receipt of Sealed Bids shall be Wednesday, May 1, 2024, no later than 2:00 P.M., in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm the same day in the Atrium Lobby, Government Plaza.
F. Bids shall be submitted only on a copy of the Bid Form included in the Bid documents and Bid envelope shall include Bid Security and DBE Documentation, as applicable. Bids submitted dgitially or without the proper documentation or envelope shall be rejected.

4. **Additional Requirements within 10 Days of Contract Award:**

1. A valid City of Mobile business license for the duration of the contract period
2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attached Certificate of Insurance).
4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
5. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be exactly the same.

5. **Payment requirements.**

a. Invoices for services rendered shall be submitted monthly by the Service Contractor monthly to the Building Services Project Manager. Invoices shall be received no later than

the 25th day of each month at buildingservices@cityofmobie.org.

6. **Review of Scope of Work Exhibits**

7. **Adjourn**

CITY OF MOBILE
BUILDING SERVICES DEPARTMENT
205 GOVERNMENT STREET, 5th FLOOR
MOBILE, ALABAMA 36602

PRE-BID CONFERENCE ATTENDANCE ROSTER

PROJECT NAME / PROJECT NUMBER	PROJECT LOCATION	DATE / TIME
SC-016-24 SECURITY & FIRE ALARM MONITORING 3-YEAR SERVICE CONTRACT	VARIOUS CITY OF MOBILE LOCATIONS	APRIL 22, 2024 10:00 AM

NAME	ORGANIZATION	PHONE	CELL	EMAIL
Kimberly Irvin	VSC Fire & Security	251-706-8100	251-327-2521	kirvin@vscfire.com
Nikki Clark	ADT Commercial	251-767-3219	251-767-3219	NIKKICLARK@EVERONSOLUTIONS.COM
Orin Shreves	S+O	25-476-8857	366-1937	SandenT@cs.com
Chris Tartt	AFS	251 583 9644	251 380 1501	ctartt.afs@gmail.com
Frank Schottgen	Allied Alarms Inc	251-2[illegible]471-3900	251-295-3848	AlliedAlarmsInc@att.net
Louie Keller	Arena Fire Protection	251-622-3130	228-588-3440	Louie@arenafire.com
Jacob Lawrence	City of Mobile	(251)422-3312	same	lawrencej@cityofmobile.org
Chad Holm	City of Mobile	(251)800-1732	same	chad.holm@cityofmobile.org

Addendum No. 2

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Security and Fire Alarm Monitoring – Various City of Mobile Facilities

Project #SC-016-24

Date: April 30, 2024

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated April 15, 2024. Acknowledge the receipt of this Addendum No. 1, and Addendum No. 2, and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

REQUEST FOR INFORMATION (RFI):

Question 1:
"What has been the average number of service calls over the last year for the monitoring of the fire and security?"

ANSWER 1:
Fire and Security monitoring and service calls related to this contract are frequent. Although there have been weekly periods of no trouble callouts, it is also not unusual to receive multiple issues requiring call outs in one week at various facilities. Due to current work order system limitations, the City of Mobile is unable to provide more detailed information at this time.

Question 2:
"Were these billable hours or included in the monitoring contract?"

ANSWER 2:
As specified in Scope of Services, Section A:
"Work to be performed by Service Contractor under this Agreement shall consist of furnishing

all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to properly program and monitor all security and fire alarm systems at various City of Mobile facilities, as listed in Exhibit A - Locations."

Some service calls were billable depending on the nature of the issue and whether a system was proprietary.

Question 3:
"Are all fire alarm panels and security panels on cellular dialers?"

ANSWER 3:
The Bid Form, Base Bid, Chart of Facilities lists that 21 of the 73 facilities are dependent on cellular dialers. Bidders should carefully note the wording in the Bid Form, on page 4 of 7, under the Base Bid Chart of Facilities, which states, "...the new service contractor shall have the option to either purchase the existing uplink units from the City of Mobile, at a cost of $400.00 per unit, or provide new uplink units at contractors own cost, and as specified in the above table for the term of this Agreement."

END OF ADDENDUM NO. 2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2024

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

License#: 2870953

CONTACT NAME: Jason Wyant
PHONE (A/C, No, Ext): 8172310419 FAX (A/C, No): 817-347-6981
E-MAIL ADDRESS: JaWyant@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : Alabama Home Builders Self Insurance Fund	0
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
S & O Enterprises Inc.
PO Box 50845
Mobile AL 36605

S&OENTE-01

COVERAGES **CERTIFICATE NUMBER:** 476813684 **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			CPS7878505	9/3/2023	9/3/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			4687600101	4/11/2024	4/11/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			CXS4009069	9/3/2023	9/3/2024	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		30429-00	1/1/2024	1/1/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						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)

General Liability: The General Liability includes a blanket automatic additional insured endorsement that provides additional insured status and a blanket waiver of subrogation endorsement 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 policy has 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.

Auto Liability: The Auto Liability includes a blanket automatic additional insured endorsement that provides additional insured status and a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
See Attached...

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: S&OENTE-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.	NAMED INSURED S & O Enterprises Inc. PO Box 50845 Mobile AL 36605
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

Excess Liability is follows form except Workers Compensation.
SC-016-24 Fire & Security Alarm Service and Monitoring (3 Year Service Contract)

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AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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	6/13/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/13/2024 - 3:13 PM

R E S O L U T I O N

Sponsored by: Councilmembers Cory Penn and Joel Daves

BE IT RESOLVED by the City Council of the City of Mobile that the right-of-way fee, set at $42,722.63 per Resolution 47-512, for the vacation of a portion of a portion of Meador Drive right-of-way, is hereby waived.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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	6/13/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/13/2024 - 3:28 PM

RESOLUTION AUTHORIZING ISSUANCE OF SUBPOENAS BY SPECIAL COUNSEL

SPONSORED BY: CITY COUNCIL

WHEREAS, on May 28, 2024, the Mobile City Council passed Resolution 60-473 setting the scope and topics for an investigation into allegations made by former Mobile Police Department Chief Paul Prine and hiring a Special Counsel to conduct same; and

WHEREAS, that resolution authorized the issuance of subpoenas by the Special Counsel upon application for same to the City Council pursuant to ALA. CODE § 11-44C-87 or other applicable authority;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA AS FOLLOWS:

1. The subpoenas attached hereto are APPROVED by the City Council. The Special Counsel is hereby AUTHORIZED to take all reasonable and appropriate steps to issue, serve, execute, and/or enforce same, including but not limited to the use of the courts of the State of Alabama, as may be necessary, as well as the use of the courts and judicial systems of other states where witnesses or evidence may be located to the extent allowed by applicable law.

ADOPTED:

_____

City Clerk

SUBPOENA RECIPIENT	DOCUMENTS	TESTIMONY/RETURN DATE
Jonni Baker	1. Any and all documents relating to an agreement executed between the City of Mobile, AL and 321z Insights, LLC, including but not limited to: a. material submitted to the City of Mobile or any representative regarding the qualifications, experience or capabilities of 321z Insights, LLC b. documents or information received from the City of Mobile or any agent thereof c. draft or modified versions of the agreement executed between the City of Mobile, AL and 321z, Insights, LLC d. draft or modified versions of a document entitled "Final Report and Analysis of Operation Echo Stop Peer Review" e. draft or modified versions of a letter from Jonni Baker to the City of Mobile Police Department, Attention Cmdr. Kevin R. Levy enclosing a "peer review" of Operation Echo Stop 2. A current curriculum vitae or resume 3. Any and all communications with Kevin Levy	To be determined.
Mark Baker	1. Any and all documents relating to an agreement executed between the City of Mobil, AL and 321z Insights, LLC, including but not limited to: a. materials submitted to the City of Mobile or any representative regarding the qualifications, experience or capabilities of 321z, Insights, LLC b. documents or information received from the City of Mobile, AL or any agent thereof c. draft or modified versions of the agreement executed between the City of Mobile, AL and 321z Insights, LLC d. draft or modified versions of a document entitled "Final Report and Analysis of Operation Echo Stop Peer Review" e. draft or modified versions of a letter from Jonni Baker to the City of Mobile Police Department, Attention Cmdr. Kevin R. Levy enclosing a "peer review" of Operation Eco Stop 2. A current curriculum vitae or resume 3. Any and all communications with Kevin Levy	To be determined.

AGENDA ITEM SUMMARY SHEET

Agenda of:6/18/2024

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	6/13/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/13/2024 - 9:32 AM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning
of Property Located at 59 Hillcrest Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 18, 2024**, a public hearing will be held on the **23rd** day of **July**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 59 Hillcrest Road from R-1, Single-Family Residential Suburban District, to B-2, Neighborhood Business Suburban District.

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

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT A, MOCK SUBDIVISION, AS RECORDED IN MAP BOOK 131, PAGE 116, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID MONUMENT LYING AND BEING ON THE EAST RIGHT OF WAY LINE OF HILLCREST ROAD, (100-FOOT PUBLIC R\W); THENCE S-89°-33'-43"-E, LEAVING THE EAST RIGHT OF WAY LINE OF SAID HILLCREST ROAD AND ALONG THE SOUTH LINE OF SAID MOCK SUBDIVISION, AND AN EXTENSION THEREOF, FOR 367.20 FEET TO AN IRON ROD FOUND; THENCE S-00°-03'-03"-W FOR 103.64 FEET TO AN OPEN TOP IRON PIPE FOUND; THENCE N-89°-40'-05"-W FOR 367.63 FEET TO A LAWLER AND COMPANY CAPPED REBAR SET ON THE EAST RIGHT OF WAY LINE OF AFORESAID HILLCREST ROAD; THENCE N-00°-17'-16"-E, ALONG THE EAST RIGHT OF WAY LINE OF SAID HILLCREST ROAD, FOR 104.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 38204 SQUARE FEET OR 0.877 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District to B-2, Neighborhood Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022,

commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-2, Neighborhood Business Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business Suburban District until all of the conditions set forth below have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 2. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 23rd day of July, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 26th day of June, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 59 Hillcrest Road.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Suburban District to B-2, Neighborhood Business Suburban District. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in B-2 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in B-2 districts until the following conditions have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 2. Full compliance with all municipal codes and ordinances.

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

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT A, MOCK SUBDIVISION, AS RECORDED IN MAP BOOK 131, PAGE 116, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID MONUMENT LYING AND BEING ON THE EAST RIGHT OF WAY LINE OF HILLCREST ROAD, (100-FOOT PUBLIC R\W); THENCE S-89°-33'-43"-E, LEAVING THE EAST RIGHT OF WAY LINE OF SAID HILLCREST ROAD AND ALONG THE SOUTH LINE OF SAID MOCK SUBDIVISION, AND AN EXTENSION THEREOF, FOR 367.20 FEET TO AN IRON ROD FOUND; THENCE S-00°-03'-03"-W FOR 103.64 FEET TO AN OPEN TOP IRON PIPE FOUND; THENCE N-89°-40'-05"-W FOR 367.63 FEET TO A LAWLER AND COMPANY CAPPED REBAR SET ON THE EAST RIGHT OF WAY LINE OF AFORESAID HILLCREST ROAD; THENCE N-00°-17'-16"-E, ALONG THE EAST RIGHT OF WAY LINE OF SAID HILLCREST ROAD, FOR 104.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 38204 SQUARE FEET OR 0.877 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District to B-2, Neighborhood Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-2, Neighborhood Business Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business Suburban District** until all of the conditions set forth below have been complied with: **1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department**

comments noted in the staff report; and, 2. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Zoghby Property (Brad Newton, P.E., McFadden Engineering, Inc, Agent)
59 Hillcrest Road
Council District 6
Josh Woods

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

June 12, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on May 16, 2024 considered the request of **Brad Newton, P.E., McFadden Engineering, Inc.** for a change in zoning from **R-1, Single-Family Residential Suburban District, to B-2, Neighborhood Business Suburban District** for the property located at **59 Hillcrest Road.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

dla
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 24, 2024

David Crawford
McFadden Engineering, Inc.
2860 Dauphin Street
Suite D
Mobile, Alabama 36606

Re: 59 Hillcrest Road
ZON-UDC-002843-2024
Brad Newton, P.E., McFadden Engineering, Inc.
District 6
Rezoning from Single-Family Residential Suburban District (R-1), to Neighborhood Business Suburban District (B-2).

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

At its meeting on May 16, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to B-2, Neighborhood Business Suburban District:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and
B) Compatibility. The proposed amendment is compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) Would adversely impact neighboring properties; or
   (4) Cause a loss in property values.
C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
E) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
F) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of rezoning the property B-2, Neighborhood Business Suburban District, subject to:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **$332.88**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
April 24, 2024
PUBLIC HEARING NOTICE

Re: 59 Hillcrest Road
ZON-UDC-002843-2024
Brad Newton, P.E., McFadden Engineering, Inc.
District 6
Rezoning from Single-Family Residential Suburban District (R-1), to Neighborhood Business Suburban District (B-2).

Dear Property Owner(s):

This letter is to advise property owners within 300' feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, May 16, 2024, at 2:00 p.m., to consider the above referenced application.

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

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-zone your property.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, May 15, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
April 24, 2024
PUBLIC HEARING NOTICE

Re: 59 Hillcrest Road
ZON-UDC-002843-2024
Brad Newton, P.E., McFadden Engineering, Inc.
District 6
Rezoning from Single-Family Residential Suburban District (R-1), to Neighborhood Business Suburban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, May 16, 2024, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, May 15, 2024, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

Rogers, Payton

From: David Crawford <dcrawford@mcfaddenengineering.com>
Sent: Wednesday, March 27, 2024 10:13 AM
To: Rogers, Payton
Cc: Anderson, Logan; Screws, Tracy
Subject: RE: PC Meeting & Deadline Schedule

CAUTION: External Email

Please holdover the rezoning for 59 Hillcrest until the May meeting, thank you.

David Crawford
Project Engineer
2860 Dauphin Street, Suite D
Mobile, Alabama 36606
Office: 251-470-6870
Cell: 251-295-8307
www.mcfaddenengineering.com

From: Rogers, Payton <payton.rogers@cityofmobile.org>
Sent: Wednesday, March 27, 2024 9:48 AM
To: David Crawford <dcrawford@mcfaddenengineering.com>
Cc: Anderson, Logan <dlogananderson@cityofmobile.org>; Screws, Tracy <tracy.screws@cityofmobile.org>
Subject: RE: PC Meeting & Deadline Schedule

Also, since you have already paid for your application in order for it to be held-over to the May meeting I will need you to send me an email formally requesting the case be heldover. Please note that this will be considered your first official applicant holdover request. After this, any future holdover requests will have to go before the Planning Commission for approval.

Best Regards,

Payton W. Rogers, CAPZO
Planner II
Planning & Zoning
BUILDMOBILE
payton.rogers@cityofmobile.org
(251) 208-7092 direct

CSS
Online Permitting CITY OF MOBILE

From: Rogers, Payton
Sent: Wednesday, March 27, 2024 9:29 AM
To: David Crawford <dcrawford@mcfaddenengineering.com>
Subject: PC Meeting & Deadline Schedule

Hey David,

I guess the phone cut out while I had you on hold. Anyway, the current PC meeting and deadline schedule is posted on the PC website. You can find the schedule here:
https://www.buildmobile.org/pdf/PC%20Schedule%20FY2024.pdf

The May meeting will be held May 16th. I've attached the neighborhood meeting and deadline schedule for your reference. It will tell you all the deadlines for the earliest possible date you can hold a neighborhood meeting as well as the latest possible date. Let me know if you have any questions and feel free to call me back if you need anything else.

Best Regards,
Payton W. Rogers, CAPZO
Planner II
Planning & Zoning
BUILDMOBILE
payton.rogers@cityofmobile.org
(251) 208-7092 direct

CSS
Online Permitting CITY OF MOBILE

Rogers, Payton

From: David Crawford <dcrawford@mcfaddenengineering.com>
Sent: Wednesday, March 27, 2024 3:34 PM
To: Rogers, Payton
Cc: Taylor Daniels
Subject: Meeting Date Change

CAUTION: External Email

Payton, please excuse the previous email with our neighborhood meeting details. We have had to change the date to April 11, 2024 between 4-5 PM at the West Mobile Public Library instead of April 15. The sign will be update and put in place tomorrow. Taylor (copied to this email) will provide details of the meeting to Planning and Zoning. Thank you

David Crawford
Project Engineer
2860 Dauphin Street, Suite D
Mobile, Alabama 36606
Office: 251-470-6870
Cell: 251-295-8307
www.mcfaddenengineering.com



Rogers, Payton

From: David Crawford <dcrawford@mcfaddenengineering.com>
Sent: Wednesday, March 27, 2024 3:14 PM
To: Rogers, Payton
Cc: Taylor Daniels
Subject: RE: PC Meeting & Deadline Schedule

CAUTION: External Email

Payton, we have reached out to many local churches around 59 Hillcrest as well as many avenues at South Alabama for a public venue but have struck out to find a spot for the neighborhood meeting. We were hoping to use the West Mobile Public Library located at 5555 Grelot Rd, Mobile, AL 36609 on April 15 between 4-5 PM. They have us tentatively penciled in pending an application that I have submitted today. Thank you

David Crawford
Project Engineer
2860 Dauphin Street, Suite D
Mobile, Alabama 36606
Office: 251-470-6870
Cell: 251-295-8307
www.mcfaddenengineering.com

From: Rogers, Payton <payton.rogers@cityofmobile.org>
Sent: Wednesday, March 27, 2024 9:29 AM
To: David Crawford <dcrawford@mcfaddenengineering.com>
Subject: PC Meeting & Deadline Schedule

Hey David,

I guess the phone cut out while I had you on hold. Anyway, the current PC meeting and deadline schedule is posted on the PC website. You can find the schedule here:
https://www.buildmobile.org/pdf/PC%20Schedule%20FY2024.pdf

The May meeting will be held May 16th. I've attached the neighborhood meeting and deadline schedule for your reference. It will tell you all the deadlines for the earliest possible date you can hold a neighborhood meeting as well as the latest possible date. Let me know if you have any questions and feel free to call me back if you need anything else.

Best Regards,
Payton W. Rogers, CAPZO
Planner II

Planning & Zoning
BUILDMOBILE
payton.rogers@cityofmobile.org
(251) 208-7092 direct

CSS
Online Permitting CITY OF MOBILE

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** Checklist A

☑ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	David Crawford	
Firm:	McFadden Engineering Inc.	
Phone:	251-470-6870	
Email:	dcrawford@mcfaddenengineering.com	
Address:	2860 Dauphin Street Suite #D	Mobile, AL 36606

	Owner	Design Professional
Name:	Father James Zoghby	
Firm:	—	
Phone:	251-421-1135	
Email:	cccmobile@aol.com	
Address:	151 Du Rhu Dr. Mobile, AL 36608	

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

59 Hillcrest Rd. Mobile, AL 36608 — Property Address

0.8878 acres — Property Area (acres or square feet)

28052120000006 — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

B-2 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☑ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

Applicant or Agent Signature (if applicable) — Date 2/15/2024

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature — Date 2/15/2024

Contact Sheet

RE: Rezoning at 59 Hillcrest Road Mobile, AL 36608

David Crawford

2860 Dauphin Street Suite# D Mobile, AL 36606

251-470-6870

Authorization to Submit Zoning and Subdivision Applications

I, JAMES F ZOGHBY (Jun 25, 2021 14:24 CDT), authorize McFadden Engineering to submit Zoning and Subdivision Applications on my behalf for Parcel Number 2805212000006.

Authorization to Submit Zoning and Subdivision Applications

Final Audit Report 2021-06-25

Created:	2021-06-25
By:	Elizabeth Ruland (eruland@mcfaddenengineering.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI6CHapqkURHBYOSRZmxVJYsrXdzEUzr9

"Authorization to Submit Zoning and Subdivision Applications" History

Document created by Elizabeth Ruland (eruland@mcfaddenengineering.com)
2021-06-25 - 6:57:29 PM GMT- IP address: 173.12.152.34

Document emailed to JAMES F ZOGHBY (cccmobile@aol.com) for signature
2021-06-25 - 6:58:25 PM GMT

Email viewed by JAMES F ZOGHBY (cccmobile@aol.com)
2021-06-25 - 7:08:14 PM GMT- IP address: 174.203.34.28

Document e-signed by JAMES F ZOGHBY (cccmobile@aol.com)
Signature Date: 2021-06-25 - 7:24:37 PM GMT - Time Source: server- IP address: 174.203.34.28

Agreement completed.
2021-06-25 - 7:24:37 PM GMT

UNIVERSITY OF SOUTH ALABAMA C/O
USA PROPERTIES
775 N UNIVERSITY BLVD
SUITE 150
MOBILE, AL 36608

LASSITER HOLDINGS LLC
4607 AVENUE C
ORANGE BEACH, AL 36561

TWIN OAKS ASSOCIATES LLC
15 RIDGE PIKE S
SUITE 200
CONSHOHOCKEN, PA 19428

RASP LLC
PO BOX 1967
MOBILE, AL 36633

WAYNE B LUM
1432 REGAL OAKS CT
MOBILE, AL 36609

UNIVERSITY OF SOUTH ALABAMA
FEDERAL CREDIT UNION
103 HILLCREST RD
MOBILE, AL 36608

CROWN CASTLE GT COMPANY LLC
PMB 353
4017 WASHINGTON RD
MCMURRAY, PA 15317

ROSA MAE WALLACE - LIFE ESTATE
C/O R W WALLACE
8501A JEFF HAMILTON RD EXT
MOBILE, AL 36695

6401 OLD SHELL ROAD LLC
1189 POST ROAD
SUITE 3B
FAIRFIELD, CT 06824

MAURICE A JR & GORDON MOCK
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UNITARIAN FELLOWSHIP OF MOBILE
6345 OLD SHELL RD
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PO BOX 7037
MOBILE, AL 36670

OLD SHELL USA
C/O JAMES GRANT
7620 WINDING CYPRESS DR
NAPLES, FL 34114

ROSA MAE WALLACE - LIFE ESTATE
8501A JEFF HAMILTON RD EXT
MOBILE, AL 36695

James Zoghby
151 DuRhu Dr.
Mobile, AL 36608

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☑ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Neighborhood Meeting documentation
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Boundary Plan

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

See attached

Mixed Commercial Corridor
Future Land Use Map (FLUM) Designation

B-2
Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☑ No
If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

See attached

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

See attached

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

See attached

2. Describe the surrounding land uses.

See attached

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

See attached

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

See attached

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

See attached

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

Checklist B – Additional Information

A. Justification for the Proposed Amendment

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

This rezoning is aligned with the comprehensive plan for Mobile to expand opportunities for economic development and accelerated growth. The proposed rezoning is located on a valuable piece of real estate that provides eligibility to open and operate a business that will advance the "strategic infill and redevelopment" principle within the comprehensive plan. This property is a comparable candidate to the mix use principle as well as focusing on the development of vacant properties for other uses.

2. Was there a mistake or error in the original zoning map?

There was no mistake with the original zoning map. The property was originally zoned as B-1. The owner of the property intended to build a home on the property and went through the process of rezoning to R-1. The owner's plan to build a single-family residence on the property has been halted, and now the owner wishes to rezone the property to a B-2 designation with the intention of selling the property for future development. The current surrounding uses of properties near the subject property align more with commercial development than residential. Therefore, the request is being made to change the zoning to B-2 for this purpose.

3. Describe how this proposal promotes the community's health, safety, and welfare.

The proposed rezoning will allow eligibility for a business to be established within the area that could improve the quality of life for the surrounding citizens. Although the potential type of business or commercial development has not been determined, it is envisioned that this development would create jobs and opportunities for citizens in the community.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The property was originally zoned as B-1. The owner of the property had intentions of building a single-family residence on the property and went through the process of rezoning the property to R-1 in 2021. The owner's plan to build a single-family residence on the property has been halted, and now the owner wishes to rezone the property to a B-2 designation with the intention of selling the property for future development.

B. Site and Neighborhood Compatibility

1. Describe the current development trends in the area of the property.

The surrounding areas are predominately zoned B-2 and provide miscellaneous services to the high traffic area near the intersection of Hillcrest Road and Old Shell Road. There is also increased traffic counts and development opportunities from the continued growth seen by the University of South Alabama, with the main campus being located to the northeast of the subject property. There are a number of residential properties to the south and southeast of the subject property, but property closer to the intersection Hillcrest and Old Shell is commercial in nature.

2. **Describe the surrounding land uses.**

   The property is located just south of the intersection of Hillcrest Road and Old Shell Road southwest of the University of South Alabama campus. Currently, Bebo's Express Carwash operates directly to the north and Hero's Bar and Grill operates directly across the street to the west. There are numerous lots across the street to the west that are zoned B-2 as well. To the south, on the same side of Hillcrest Road, there is the University of South Alabama Federal Credit Union, West Mobile Church of Christ, and USA Emergency Health.

3. **Describe any potential adverse impacts on neighboring properties and how they will be mitigated.**

   No adverse impacts to the community are noted at this time.

4. **Describe if there is adequate infrastructure in place to accommodate the proposed request.**

   The site has been graded as proposed in the previous rezoning application. All major utilities including power, water, sewer, gas, and communication lines are available at Hillcrest Road. This allows parties interested in purchasing the property to have at the resources needed to establish a business this location.

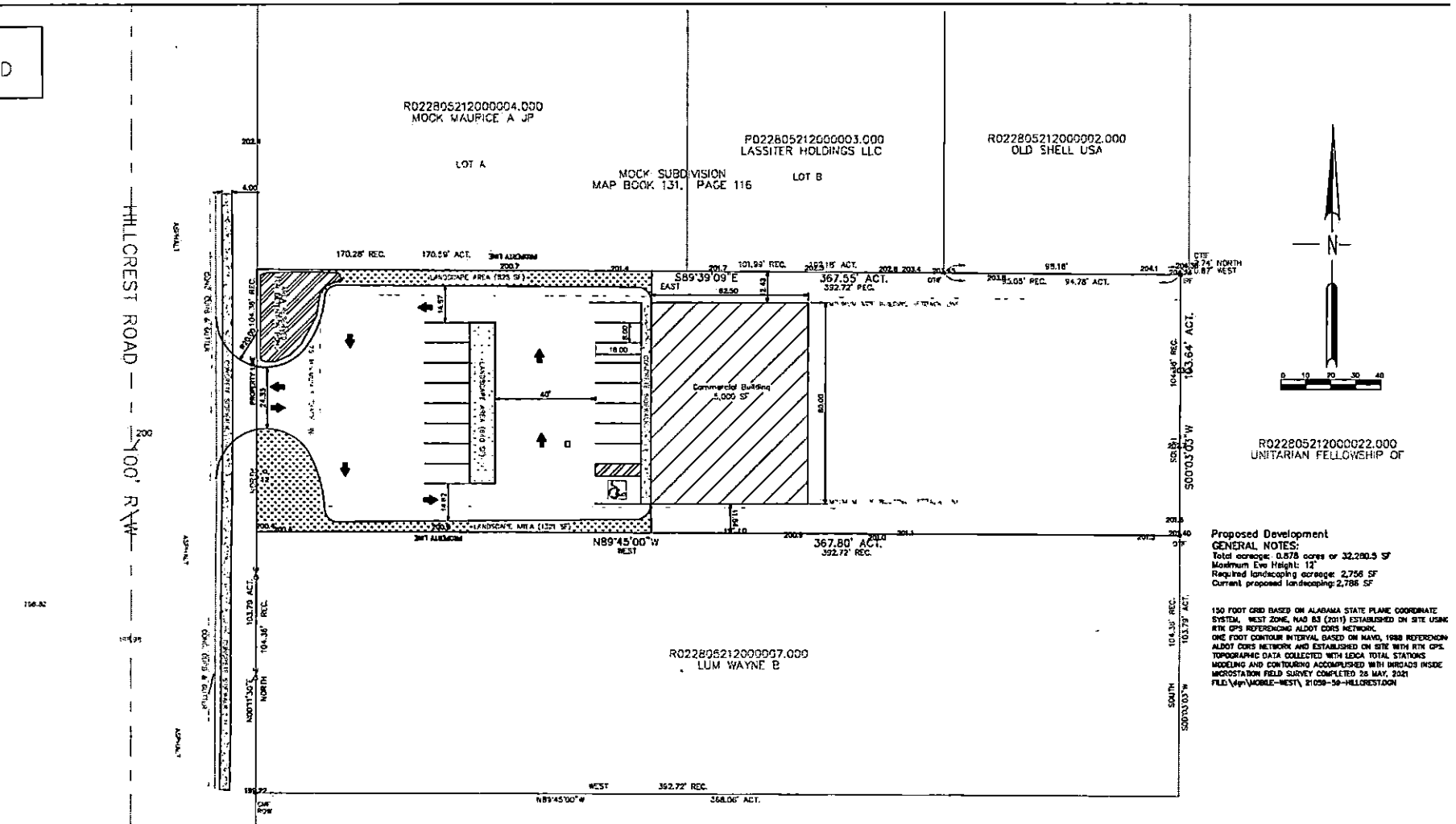
5. **Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.**

   The proposal to rezone the property to B-2 allows for more business to expand to the area which in turn will provide more jobs for the citizens of Mobile. The B-2 zoning allows for venues such as retail stores, restaurants, and many other types of businesses to be developed on the subject property. The rezoning of this property will allow for the ultimate development of this property, providing the opportunities for additional businesses to move into this growing area as well as providing jobs for the community during construction and once the development is completed.

Application Description
59 Hillcrest Road
Parcel Number: 2805212000006

The property is located on the southeast corner of Old Shell Road and Hillcrest Road, across from South Alabama's campus. The subject property is currently a vacant, graded lot with fresh grass across the site. Originally, Mr. Zoghby was planning to build a single-family home on the property but has decided against that is desires to rezone the property back to B-2 prior to listing the property for sale. Site improvements include tree removal, grading of the site, and seeding with grass. Once the zoning change takes place, the owner plans to move forward the sale of the property. It is expected that this will occur as soon as the rezoning is accepted.

CONCEPT PLAN
59 HILLCREST ROAD



REVISION:	DESCRIPTION:	DATE:	SEAL:

McFADDEN ENGINEERING, INC.
CIVIL & ENVIRONMENTAL CONSULTANTS
2860 DAUPHIN STREET, SUITE D
MOBILE, ALABAMA 36606
PH. (251) 470-6870 FAX (251) 470-6872

PROJECT NAME:	Zaghby Property			PROJECT No.	REVISION:
CAD# NAME:	Concept Plan			21059-59	
				SCALE: 1"=40'	TITLE: Concept Plan
DESIGNED BY: JMS	DRAWN BY: JMS	CHECKED BY:	APPROVED BY:	DATE CREATED:	SHEET #: 1 of 1

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)

☐ The verified address list of surrounding property owners who were notified

☐ A sign-in sheet documenting meeting attendance

☐ Written summary or minutes of the meeting

☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

_____

_____

2. What information was presented at the meeting?

_____

_____

_____

_____

3. What concerns were raised during the meeting?

_____

_____

_____

_____

4. Were any modifications made or considered in response to the concerns raised at the meeting?

_____

_____

_____

_____


Rezoning
McFadden Engineering, INC
R1 to B2
Neighborhood Meeting:
April 11th at 4:00 PM
Mobile Public Library
5555 Grelot Rd
Mobile, AL 36609
April 1, 2024 4 PM

4/11/2024

Zoghby Rezoning Neighborhood Meeting

Attendee	~~Date~~ Address	Signature
Brad Newton	McFadden Engineering 2860 Dauphin Street Suite D. Mobile, AL 36606	Brad Newton

March 28, 2024

RE: Neighborhood Meeting Notice
Rezoning Application
59 Hillcrest Road
Mobile, Alabama 36608

To Whom It May Concern:

Please allow this letter to serve as official notice that a neighborhood meeting will be held at the Mobile Public Library located at 5555 Grelot Road Mobile, AL 36609 on April 11, 2024, at 4:00 PM to discuss future development plans for property owned by Father James Zoghby located at 59 Hillcrest Road in Mobile, Alabama.

The entrance lobby office will serve as the meeting area. The meeting will provide details regarding the application being submitted to the City of Mobile to rezone the property from R-1 to B-2. Interested parties should plan to attend to receive additional information about the rezoning application and future use of the property.

Sincerely,

McFadden Engineering, Inc.

David Crawford
Project Engineer

2860 Dauphin Street • Suite D • Mobile, AL 36606
ph: 251-470-6870 • fax: 251-470-6872
www.mcfaddenengineering.com

UNIVERSITY OF SOUTH ALABAMA C/O
USA PROPERTIES
775 N UNIVERSITY BLVD
SUITE 150
MOBILE, AL 36608

LASSITER HOLDINGS LLC
4607 AVENUE C
ORANGE BEACH, AL 36561

TWIN OAKS ASSOCIATES LLC
15 RIDGE PIKE S
SUITE 200
CONSHOHOCKEN, PA 19428

RASP LLC
PO BOX 1967
MOBILE, AL 36633

WAYNE B LUM
1432 REGAL OAKS CT
MOBILE, AL 36609

UNIVERSITY OF SOUTH ALABAMA
FEDERAL CREDIT UNION
103 HILLCREST RD
MOBILE, AL 36608

CROWN CASTLE GT COMPANY LLC
PMB 353
4017 WASHINGTON RD
MCMURRAY, PA 15317

ROSA MAE WALLACE - LIFE ESTATE
C/O R W WALLACE
8501A JEFF HAMILTON RD EXT
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7620 WINDING CYPRESS DR
NAPLES, FL 34114

ROSA MAE WALLACE - LIFE ESTATE
8501A JEFF HAMILTON RD EXT
MOBILE, AL 36695

JAMES ZOGHBY
6300 McKENNA DR
MOBILE, AL 36608

Minutes from Public Meeting – April 11, 2024

Meeting Location: Mobile Public Library – Meeting Room
5555 Grelot Road
Mobile, Alabama 36609

Zoghby Property Rezoning Request

Subject Property Address: 59 Hillcrest Road

Mr. Brad Newton, P.E. representing McFadden Engineering, Inc. (MEI), consulting engineer for Father James Zoghby, owner of the property located at 59 Hillcrest Road, called the meeting to order at 4:00 pm.

A conceptual layout for the development of the property once the zoning is changed from R-1 to B-2 and an application description describing the owner's future intentions for the property were made available to the public.

No one from the community attended the meeting.

Mr. Newton was present in the meeting room during the designated time provided to the community. The meeting was adjourned at 5:00 pm.

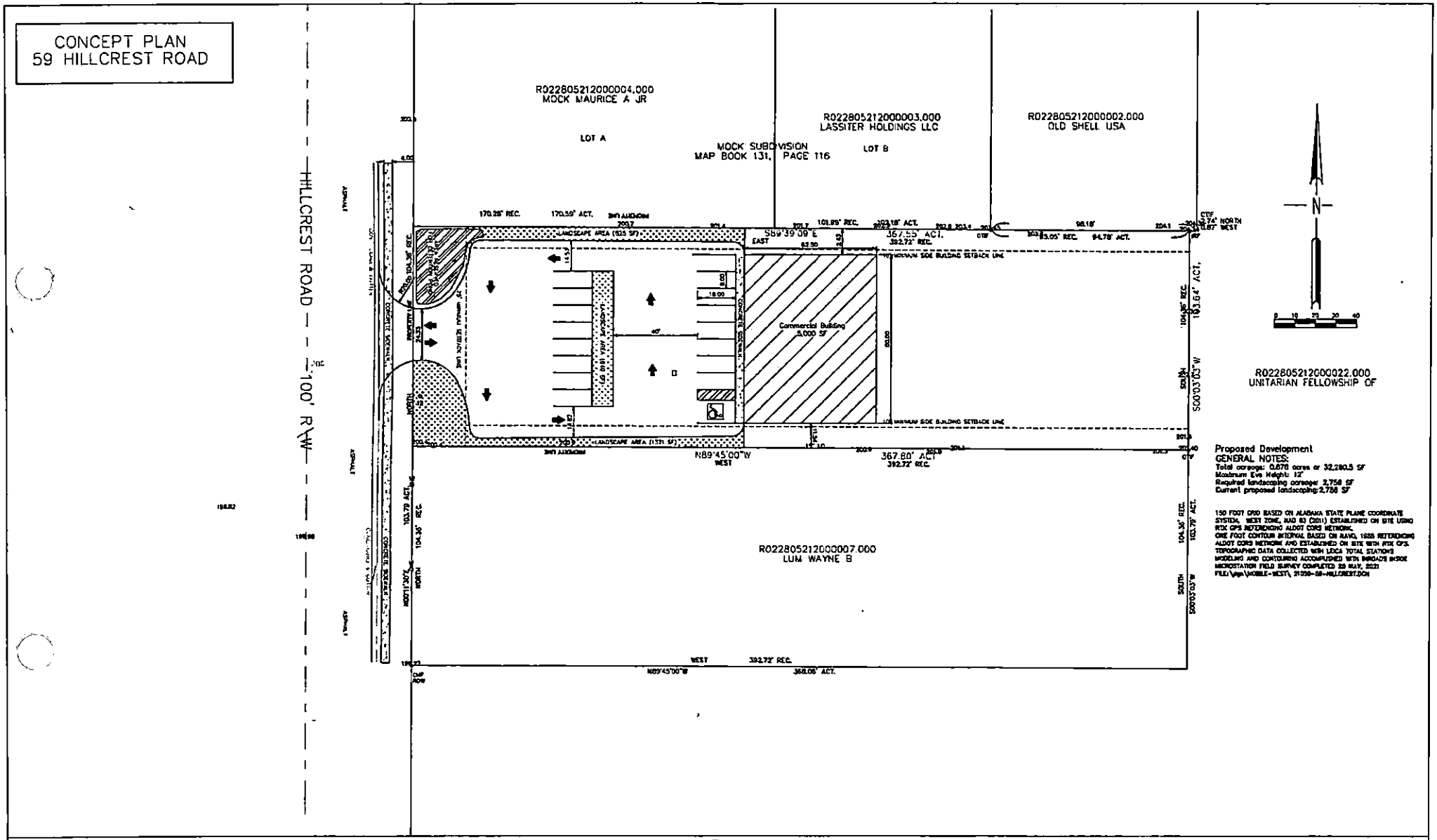
Respectfully Submitted,



Brad Newton, P.E.
McFadden Engineering, Inc.

Application Description
59 Hillcrest Road
Parcel Number: 2805212000006

The property is located on the southeast corner of Old Shell Road and Hillcrest Road, across from South Alabama's campus. The subject property is currently a vacant, graded lot with fresh grass across the site. Originally, Mr. Zoghby was planning to build a single-family home on the property but has decided against that is desires to rezone the property back to B-2 prior to listing the property for sale. Site improvements include tree removal, grading of the site, and seeding with grass. Once the zoning change takes place, the owner plans to move forward the sale of the property. It is expected that this will occur as soon as the rezoning is accepted.



REVISION:	DESCRIPTION:	DATE:	SEAL:

McFADDEN ENGINEERING, INC.
CIVIL & ENVIRONMENTAL CONSULTANTS
2850 DAUPHIN STREET, SUITE D
MOBILE, ALABAMA 36606
PH. (251) 470-6870 FAX (251) 470-6872

PROJECT NAME: Zaghby Property				PROJECT No.: 20C002	REVISION:
CADD NAME: Concept Plan				SCALE: 1"=40'	TITLE: Concept Plan
DESIGNED BY: JBH	DRAWN BY: JBH	CHECKED BY:	APPROVED BY:	DATE CREATED:	SHEET #: 1 of 1

Agenda Item # 6

ZON-UDC-002843-2024

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration

DETAILS

Location:
59 Hillcrest Road

Applicant / Agent:
Brad Newton, P.E., McFadden Engineering, Inc.

Property Owner:
John and James Boudreaux

Current Zoning:
R-1, Single Family Residential Suburban District

Proposed Zoning:
B-2, Neighborhood Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 to B-2

  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with two (2) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 4
Exhibits 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units and residential units.

APPLICATION NUMBER 6 DATE May 16, 2024

APPLICANT Brad Newton, P.E., McFadden Engineering, Inc.

REQUEST Rezoning from R-1 to B-2

N

NTS

SITE HISTORY

The subject site first came before the Planning Commission at its August 22, 1991 meeting, where the property was rezoned from R-1, Single-Family Residential District to B-2, Neighborhood Business District. Then at its October 17, 1991 meeting, the Planning Commission granted a Planning Approval to allow a self-storage facility in a B-2 zoning district. The self-storage facility was never constructed.

At the Planning Commission's August 19, 2021 meeting, a one (1) lot Subdivision was approved, and a rezoning for the property from B-2, Neighborhood Business District to R-1, Single-Family Residential District was subsequently approved by the City Council. The Subdivision was recorded in Probate Court.

There have been no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p.

1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

A detailed description of the proposed request is available via the link on Page 1 of this report. In summary, the applicant is requesting to rezone the subject site from R-1, Single-Family Residential Suburban District to B-2, Neighborhood Business Suburban District.

The site abuts a property to the North that is currently zoned B-2, and is developed with a gas station and car wash as well as a property zoned R-1 and is developed with a dwelling; to the South, an R-1 property developed with a dwelling; to the East, an R-1 property developed with a church; and to the West, by undeveloped B-2 property.

The site plan provided with the rezoning application depicts a commercial building with associated parking. While full compliance with development standards set forth in Article 3 are not depicted, the proposed development will require full compliance with the Unified Development Code (UDC). Any signage placed on the property will also need to meet the requirements of the UDC, and be permitted separately through the Planning and Zoning Department.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;

B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C. Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

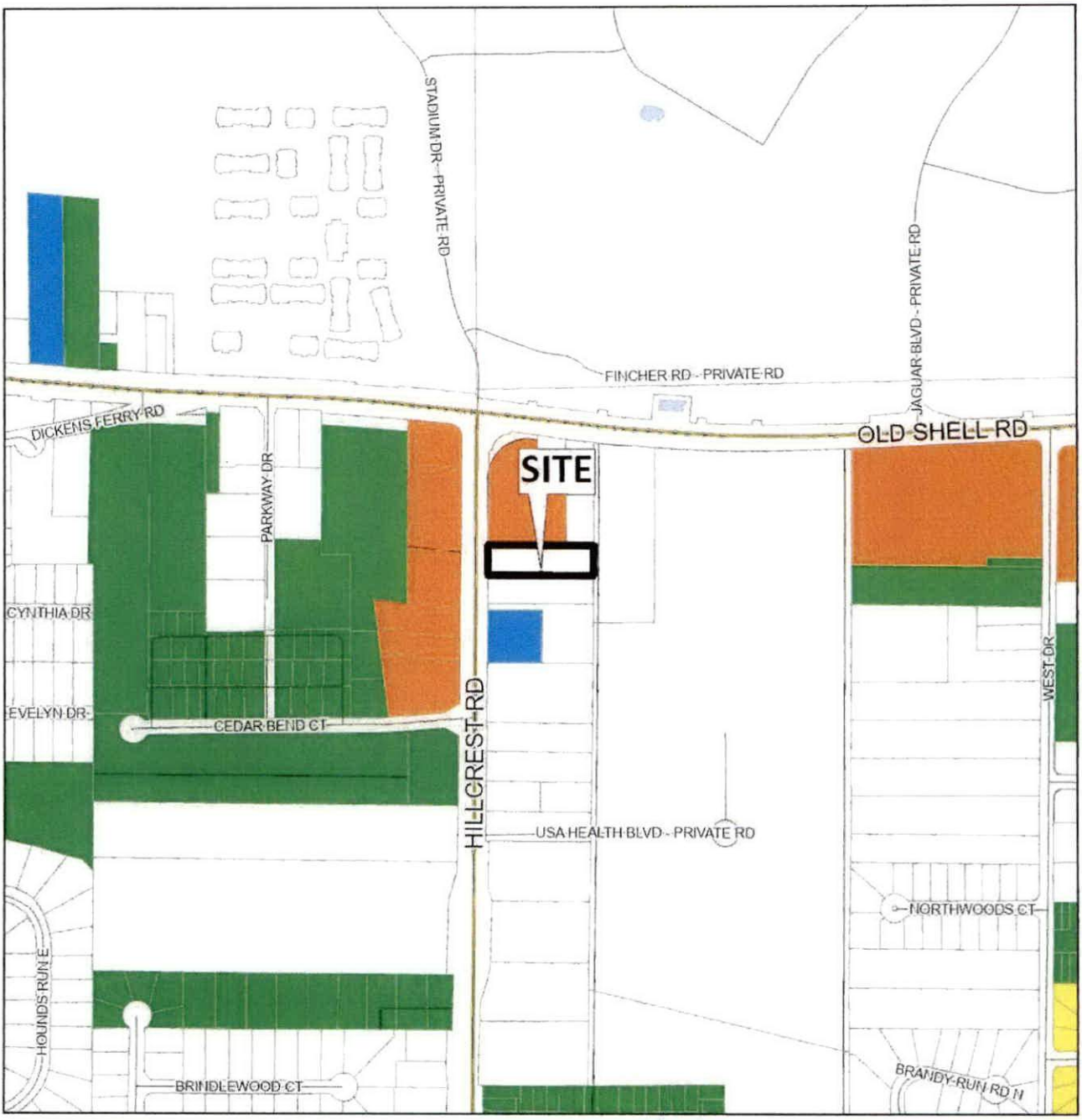
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-2, the following conditions could apply:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
2. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE May 16, 2024

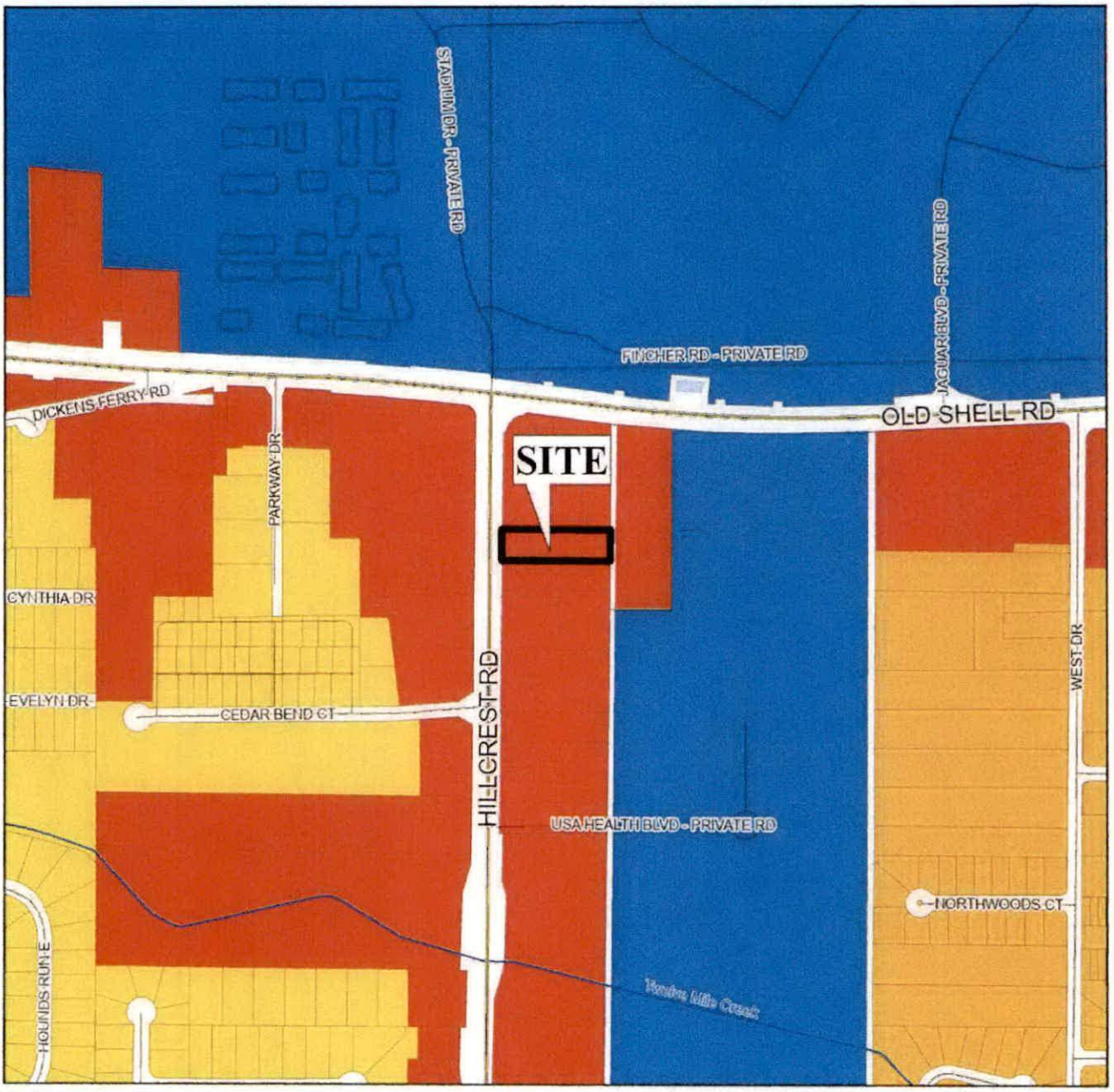
APPLICANT Brad Newton, P.E., McFadden Engineering, Inc.

REQUEST Rezoning from R-1 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE May 16, 2024

APPLICANT Brad Newton, P.E., McFadden Engineering, Inc.

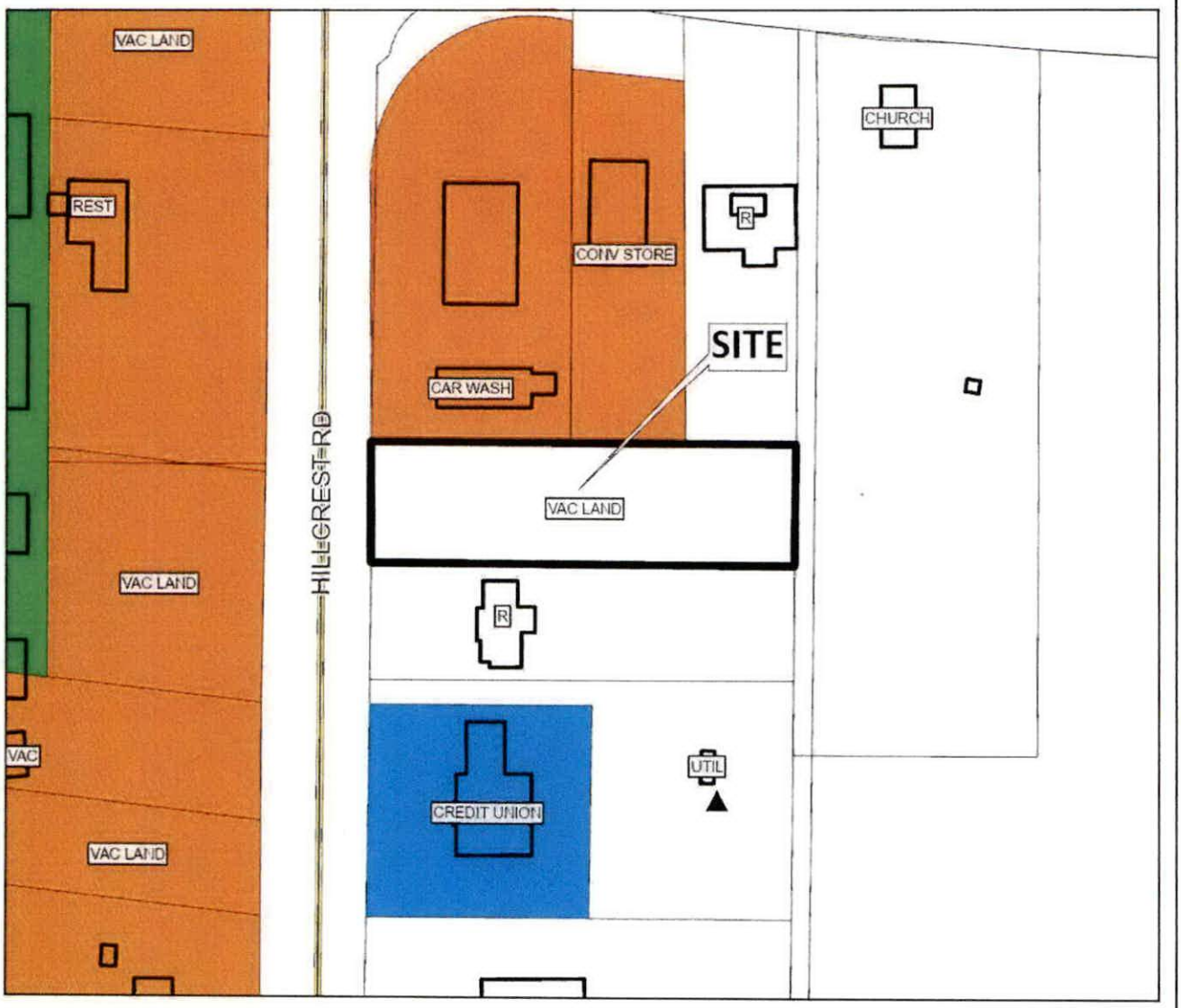
REQUEST Rezoning from R-1 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units and residential units.

APPLICATION NUMBER 6 DATE May 16, 2024

APPLICANT Brad Newton, P.E., McFadden Engineering, Inc.

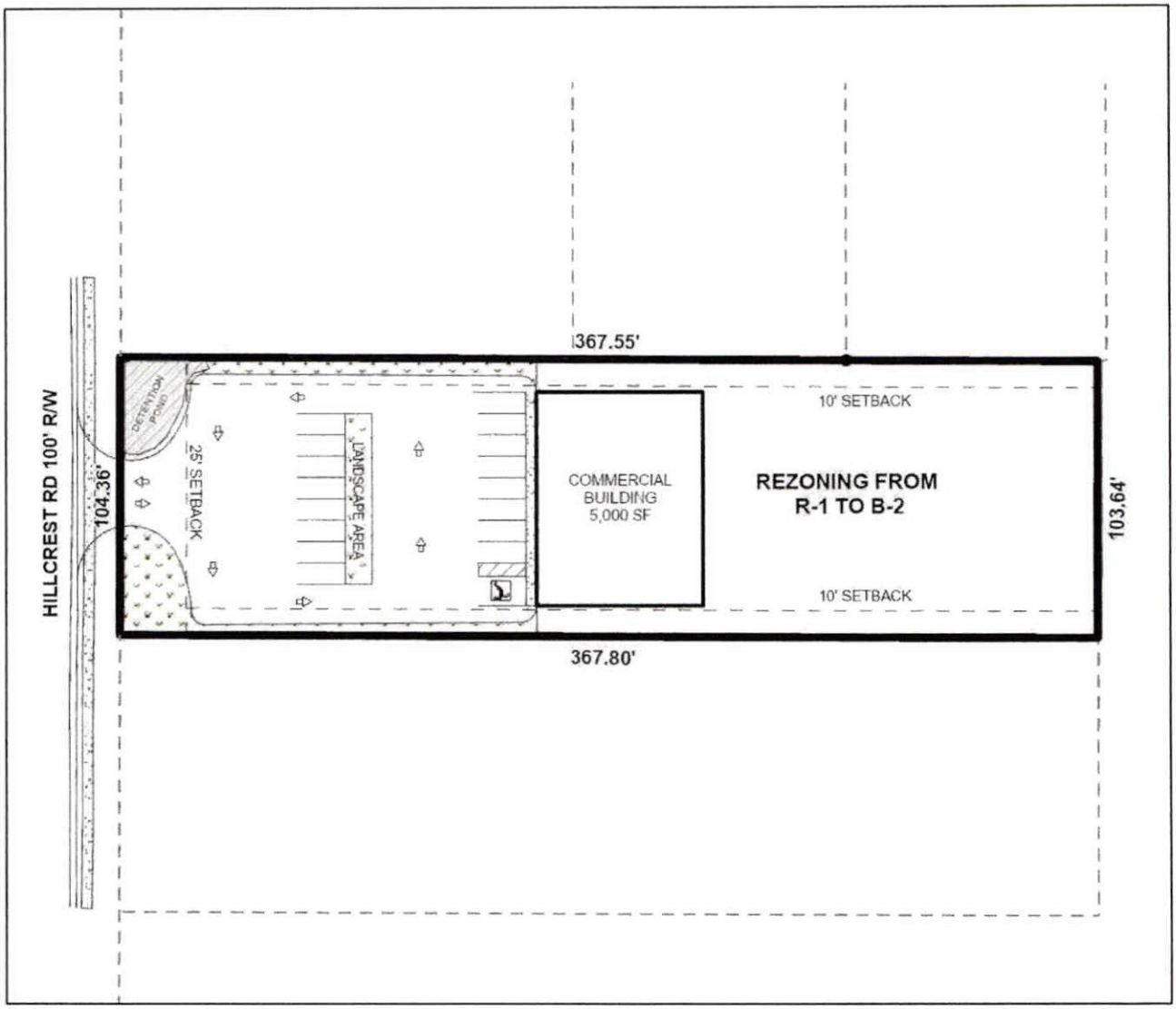
REQUEST Rezoning from R-1 to B-2

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2
R-1 R-B T-B B-3 CW MH PD SD T-4 T-6
R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

N

NTS

SITE PLAN



The site plan illustrates the proposed building, parking, and setbacks.

APPLICATION NUMBER 6 DATE May 16, 2024 APPLICANT Brad Newton, P.E., McFadden Engineering, Inc. REQUEST Rezoning from R-1 to B-2	N NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.