AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, June 11, 2024, 10:30 AM

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

   Pastor Tony Legear, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   May 28 and June 4, 2024

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

   Request of Mirian Powell for a waiver of the Noise Ordinance at Tricentennial Park on July 13, 2024, from 11:00 a.m. - 3:00 p.m. (District 1).

   Request of Brieyanna Cotten for a waiver of the Noise Ordinance at 3370 Sheringham Drive on June 22, 2024, from 9:00 a.m. - 10:00 p.m. (District 5).

   Request of Marcus Mitchell for a waiver of the Noise Ordinance at Langan Park on August 31, 2024, from 11:00 a.m. - 4:00 p.m. (District 7).

10. **PUBLIC HEARINGS**

    Public hearing to declare the structure at 613 Wellington Street a public nuisance and order it demolished (District 1).

    Public hearing to declare the structure at 4591 Cypress Shores Drive a public nuisance and order it demolished (District 4).

Public hearing to declare the structure at 3931 Point Road a public nuisance and order it demolished (District 4).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Michael Evans - Comments about storm drainage problems at the Wave Transit bus stop at the Bay Haas building.

Lonnie Robinson - Request the City clean the ditch behind house and concerns about poor drainage due to street resurfacing.

Reggie Hill - Fitness for duty, Parks and Recreation Department, and Downtown parking.

12. ORDINANCES HELD OVER

64-037 Consider modification of a previously approved Planned Unit Development for property located at 1109, 1111, and 1113 West I-65 Service Road, N. (sponsored by Councilmember Penn).

64-038 Consider a modification of a previously approved Planned Unit Development for property located at 4464 and 4474 Halls Mill Road (sponsored by Councilmember Reynolds).

13. RESOLUTIONS HELD OVER

08-507 Approve award of item-based bid for medical equipment (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-508 Approve purchase order to Carahsoft for annual subscription for Concur Travel Management software; $17,571.33 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-509 Approve purchase order to Kimball International Marketing, Inc. for guest chairs for Sullivan and Hillsdale recreation centers; $46,252.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-510 Authorize contract with VITALExam, LLC for wellnes exams for MFRD; NTE $225,000.00 per year (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, MFRD).

47-512 Assent to the vacation of a portion of right-of-way on Meador Drive (sponsored by Councilmember Penn).

47-513 Consider a vacation of right-of-way fee as a condition of the vacation of a portion of Meador Drive right-of-way (sponsored by Councilmember Penn).

60-514 Authorize issuance of subpoenas by special counsel (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

14. ORDINANCES BEING INTRODUCED

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.).

15. CONSENT RESOLUTIONS BEING INTRODUCED

31-515 Authorize the Mayor to apply, accept, and receive a grant from the Alabama Department of Environmental Management for the Scrap Tire Marketing Program ($1,000,000.00) (No Local Match) (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

37-516 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Rock the Country; 1035 Cody Rd., N. (sponsored by Councilmember Gregory).

40-517 Declare the structure at 613 Wellington Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-518 Declare the structure at 4591 Cypress Shores Drive a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-519 Declare the structure at 3931 Point Road a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

60-520 Determine appropriations to Toulminville-Crichton Community Development Corporation serve a public purpose and approve payment (sponsored by Councilmembers Penn and Small) (submitted by Donna Bryars, Accounting Dept.).

60-521 Determine an appropriation to Toulminville-Crichton Community Development Corporation serve a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-522 Determine an appropriation to Dodge Elementary School serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-523 Determine an appropriation to Distinguished Young Women of Mobile County, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

16. CIP RESOLUTIONS BEING INTRODUCED

21-524 Authorize contract with Geotechnical Engineering Testing, Inc. for 2024 CIP resurfacing; Districts 6 & 7; $50,000.00 (sponsored by Councilmembers

Reynolds, Woods & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

17. RESOLUTIONS BEING INTRODUCED

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; $75,000.00 increase (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).

60-531 Authorize issuance of subpoenas by special counsel (sponsored by Councilmembers Small, Reynolds and Woods) (submitted by Michael Linder, Council Attorney).

18. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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	6/6/2024 - 10:39 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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	6/6/2024 - 10:40 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	6/6/2024 - 11:34 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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	6/6/2024 - 11:36 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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	6/6/2024 - 11:37 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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	6/6/2024 - 11:00 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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	6/6/2024 - 11:11 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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	6/6/2024 - 11:06 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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	6/6/2024 - 11:41 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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	6/6/2024 - 11:43 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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	6/6/2024 - 11:46 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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	4/25/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/25/2024 - 2:29 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 Modification of a
Previously Approved Planned Unit Development for Property
Located at 1109, 1111, and 1113 West I-65 Service Road North

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 30, 2024**, a public hearing will be held on the **4th** day of **June**, **2024**, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 1109, 1111, and 1113 West I-65 Service Road North to allow multiple buildings on a single building site with shared parking and access.

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

WHEREAS, a Planned Unit Development (PUD) was approved on June 4, 2013 to allow multiple buildings on a single building site with shared access and parking on property located at 1109, 1111, & 1113 West I-65 Service Road North and described as follows:

LOT 2, SMITHS BAKER HARRIS SUBDIVISION, AS RECORDED IN MAP BOOK 76, PAGE 95

WHEREAS, the owner of said property applied for a Major Modification of the PUD on January 17, 2024 allowing multiple buildings on a single building site with shared parking and access.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on February 22, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Retention of a note on the final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;
2. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
3. Retention of the 25-foot minimum building setback line along West I-65 Service Road North, as required by Section 64-2-21.E. of the Unified Development Code;
4. Retention of the lot size labels in both square feet and acres, or provision of a table on the final PUD site plan with the same information;
5. Provision of the building sizes in square feet on the final PUD site plan;
6. Retention of the right-of-way along West I-65 Service Road North on the final PUD site plan;
7. Provision of a note on the final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;

8. Submittal to, and approval by, Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
9. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Retention of a note on the final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;
2. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
3. Retention of the 25-foot minimum building setback line along West I-65 Service Road North, as required by Section 64-2-21.E. of the Unified Development Code;
4. Retention of the lot size labels in both square feet and acres, or provision of a table on the final PUD site plan with the same information;
5. Provision of the building sizes in square feet on the final PUD site plan;
6. Retention of the right-of-way along West I-65 Service Road North on the final PUD site plan;
7. Provision of a note on the final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
8. Submittal to, and approval by, Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
9. 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 Mobile City Council 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 Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 4th 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 8th 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 1109, 1111, & 1113 West I-65 Service Road North.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on June 4, 2013. The owner of said property has applied for a Major Modification of the PUD allowing multiple buildings on a single building site with shared parking and access. If approved, the major modification allowing multiple buildings on a single building site with shared parking and access is subject to the following proposed conditions: 1. Retention of a note on the final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder; 2. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided; 3. Retention of the 25-foot minimum building setback line along West I-65 Service Road North, as required by Section 64-2-21.E. of the Unified Development Code; 4. Retention of the lot size labels in both square feet and acres, or provision of a table on the final PUD site plan with the same information; 5. Provision of the building sizes in square feet on the final PUD site plan; 6. Retention of the right-of-way along West I-65 Service Road North on the final PUD site plan; 7. Provision of a note on the final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 8. Submittal to, and approval by, Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and, 9. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code will 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

WHEREAS, a Planned Unit Development (PUD) was approved on June 4, 2013 to allow multiple buildings on a single building site with shared access and parking on property located at 1109, 1111, & 1113 West I-65 Service Road North and described as follows:

LOT 2, SMITHS BAKER HARRIS SUBDIVISION, AS RECORDED IN MAP BOOK 76, PAGE 95

WHEREAS, the owner of said property applied for a Major Modification of the PUD on January 17, 2024 allowing multiple buildings on a single building site with shared parking and access.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on February 22, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Retention of a note on the final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;
2. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
3. Retention of the 25-foot minimum building setback line along West I-65 Service Road North, as required by Section 64-2-21.E. of the Unified Development Code;
4. Retention of the lot size labels in both square feet and acres, or provision of a table on the final PUD site plan with the same information;
5. Provision of the building sizes in square feet on the final PUD site plan;
6. Retention of the right-of-way along West I-65 Service Road North on the final PUD site plan;
7. Provision of a note on the final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
8. Submittal to, and approval by, Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
9. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;

D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Retention of a note on the final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;
2. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
3. Retention of the 25-foot minimum building setback line along West I-65 Service Road North, as required by Section 64-2-21.E. of the Unified Development Code;
4. Retention of the lot size labels in both square feet and acres, or provision of a table on the final PUD site plan with the same information;
5. Provision of the building sizes in square feet on the final PUD site plan;
6. Retention of the right-of-way along West I-65 Service Road North on the final PUD site plan;
7. Provision of a note on the final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
8. Submittal to, and approval by, Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
9. 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

Harris Subdivision (Mark Harris, Harris Real Estate, LLC, Agent)
1109, 1111, & 1113 West I-65 Service Road North
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

April 24, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of February 22, 2024 considered the request of Harris Subdivision (Mark Harris, Harris Real Estate, LLC, Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) allowing multiple buildings on a single building site with shared parking and access for the property located at 1109, 1111, & 1113 West I-65 Service Road North.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Retention of a note on the final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;
2. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
3. Retention of the 25-foot minimum building setback line along West I-65 Service Road North, as required by Section 64-2-21.E. of the Unified Development Code;
4. Retention of the lot size labels in both square feet and acres, or provision of a table on the final PUD site plan with the same information;
5. Provision of the building sizes in square feet on the final PUD site plan;
6. Retention of the right-of-way along West I-65 Service Road North on the final PUD site plan;
7. Provision of a note on the final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
8. Submittal to, and approval by, Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
9. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 26, 2024

Mark Harris
Harris Real Estate
8021 Fordham Road
Mobile, Alabama 36619

Re: 1109, 1111, & 1113 West I-65 Service Road North
MOD-002815-2024
Harris Subdivision
Mark Harris, Harris Real Estate, LLC
District 1
Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared parking and access.

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

At its meeting on February 22, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

a. The request is consistent with all applicable requirements of this Chapter;
b. The request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property; and
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Retention of a note on the final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;

2. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
3. Retention of the 25-foot minimum building setback line along West I-65 Service Road North, as required by Section 64-2-21.E. of the Unified Development Code;
4. Retention of the lot size labels in both square feet and acres, or provision of a table on the final PUD site plan with the same information;
5. Provision of the building sizes in square feet on the final PUD site plan;
6. Retention of the right-of-way along West I-65 Service Road North on the final PUD site plan;
7. Provision of a note on the final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
8. Submittal to, and approval by, Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
9. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $473.86. 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.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and 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
January 25, 2024
PUBLIC HEARING NOTICE

Re: 1109, 1111, & 1113 West I-65 Service Road North
MOD-002815-2024
Harris Subdivision
Mark Harris, Harris Real Estate, LLC
District 1
Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared parking and access.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, February 22, 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, February 21, 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
January 25, 2024
PUBLIC HEARING NOTICE

Re: 1109, 1111, & 1113 West I-65 Service Road North
MOD-002815-2024
Harris Subdivision
Mark Harris, Harris Real Estate, LLC
District 1
Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared parking and access.

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, February 22, 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.

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, February 21, 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:	Mark Harris	
Firm:	Harris Real Estate	
Phone:	561-573-1036	
Email:	Dogriverrat@comcast.net	
Address:	8021 Fordham Rd, Mobile, AL 36619	

	Owner	Design Professional
Name:	Mark Harris	
Firm:	Harris Real Estate	
Phone:	561-573-1036	
Email:		
Address:		

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

1111 1113 W I65 service rd — Property Address

6.54 acres — Property Area (acres or square feet)

007 10662 — Parcel Number(s) or Key Number(s)

I-1 — Present Zoning or Transect District

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: 5 Oct 2023

Applicant or Agent Signature (if applicable) — Date: 5 Oct 2023

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: 5 Oct 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development 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 site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The companies leasing the building will be purchasing the building they occupy.

   _____
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   Nothing will change in the surrounding neighborhood.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   Will not impact any adjacent property

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

   Multiple building (brick and metal)

   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

   Grass along the right of way

   - ☐ Lighting:

   Yes

   - ☐ Hours of operation:
   - ☐ Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

   Subdividing will not affect any of this.

8. 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.

   It allows for the business that are there to stay longterm.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Harris

Address: 1109 W I-65 Service Rd N 36617

Owner: Mark Harris

Address: 8021 FORDHAM RD Zip Code: 36619

Phone: 561-573-1036 Fax: _____ Email: dogriverrat@comcast.net

Authorized Agent: Stewart Surveying

Address: 10930B Dauphin Island Pkwy Zip Code: 36582

Phone: 251-973-0290 Fax: _____ Email: Paul@stewartSurveying.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Stewart Surveying — Stewart Surveying

Signature — Print

8/29/23 — Surveyor

Date — Affiliation to project/Organization

Justification of Request

We are trying to subdivide the property and a PUD is required to subdivide. There are multiple businesses that currently lease parts of the property and they want to purchase the parts of the property that they lease. This is only for subdividing no development is currently planned.

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Mark Harris, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at ~~1109 W I-65 Service Rd N Mobile Al 36617~~ 36618 1109-1113 ~~36~~.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice 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.

Stewart Surveying	
Designee (1)	Designee (2)
Paul@stewartsurveying.com/ Joe@stewartsurveying.c	Paul@stewartsurveying.com/ Joe@stewartsurveying.c
Email	Email
251-973-0290	251-973-0290
Phone Number	Phone Number
Signature of Property Owner	29 Aug 2023
	Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Mark Harris, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of HARRIS REAL ESTATE L.L.C., a corporation for the property located within the city limits of Mobile, Alabama at 1109 W I-65 Service Rd N Mobile Al 36617 ~~36618~~ 1109-1113 MK.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice 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.

Stewart Surveying	
Designee (1)	Designee (2)
Paul@stewartsurveying.com/ Joe@stewartsurveying.	
Email	Email
251-973-0290	
Phone Number	Phone Number
Signature of Company Owner	29 AUG 2023
	Date

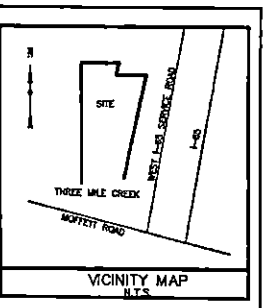
LEGAL DESCRIPTION

LOT 2, SMITHS BAKER HARRIS SUBDIVISION, AS RECORDED IN MAP BOOK 76, PAGE 95

100 0 100
Scale: 1" = 100'

DESCRIPTION:
LOT 2, SMITHS BAKER HARRIS SUBDIVISION, AS RECORDED IN MAP BOOK 76, PAGE 95 MOBILE COUNTY PROBATE RECORDES

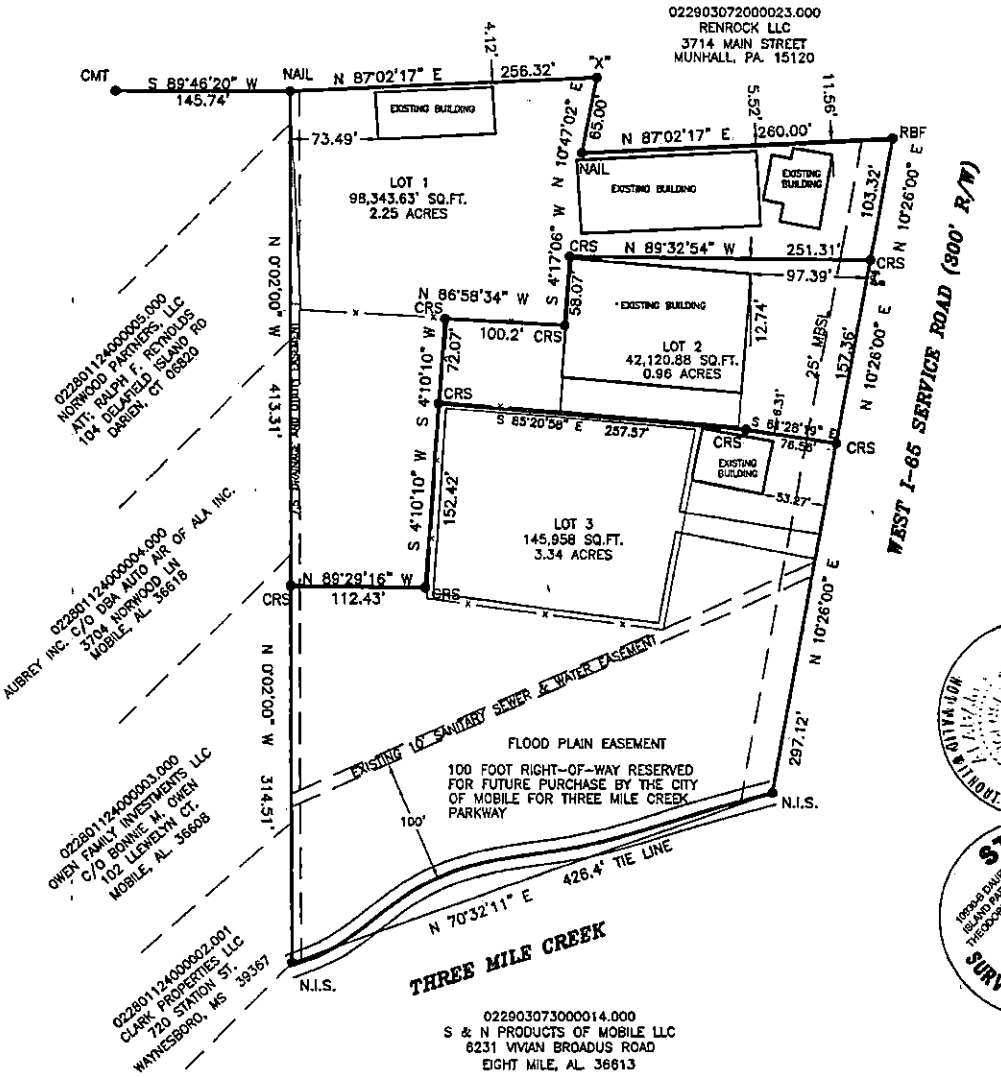
TYPE OF SURVEY: SITE PLAN
RECORD BEARING BASED ON SUBDIVISION PLAT
COLLECTED BEARING BASED ON G.P.S OBSERVATIONS



VICINITY MAP
N.T.S.

LEGEND:

P = OVERHEAD POWER LINES
PP = POWER LINE POLE
POB = POINT OF BEGINNING
CRF(1) = CAPPED REBAR IRON FOUND(BSI)
CRF(2) = CAPPED REBAR IRON FOUND(LOWRY)
CRS = CAPPED REBAR IRON SET
CT = CRIMP TOP IRON PIPE FOUND
OT = OPEN TOP IRON PIPE FOUND
RBR = REBAR FOUND
CMT = CONCRETE MONUMENT FOUND



THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE.

5/8" CAPPED REBAR SET ON ALL PROPERTY CORNERS UNLESS NOTED.

SURVEYOR'S CERTIFICATE – SIGNED BY OWNERS

I, PAUL D. STEWART, A REGISTERED LAND SURVEYOR (ALABAMA. REG. NO. 30357) HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

PAUL D. STEWART, ALA. REG. NO. 30357

STEWART SURVEYING INC.
10900-B DAUPHIN ISLAND PARKWAY THEODORE, AL 36582
251-679-8020

DRAWN BY: JAS	SCALE: 1" = 100'	REVISIONS	PROJECT	SHT. NAME	SHT. NO.
DRAWING DATE: 11-20-23	S-T-R: 07 4S 1W				1/1
DWG. NO.: 2307-011SITEA	CLIENT: MARK HARRIS				
APPROVED BY: PDS	PROJECT NO.: 2307-011				

Z:\projects\2023\JOBFILE\23-07\2307-011\PUD\2307-011SITEA.dwg, Dec 29, 2023 - 11:10:45AM, Z620

HARRIS REAL ESTATE L.L.C.
8021 FORDHAM RD
MOBILE , AL 36619

HARRIS REAL ESTATE L.L.C.
8021 FORDHAM RD
MOBILE , AL 36619

HARRIS REAL ESTATE L.L.C.
8021 FORDHAM RD
MOBILE , AL 36619

STEWART SURVEYING INC
10930 B DAUPHIN ISLAND PKWY
THEODORE AL 36582

STEWART SURVEYING INC
10930 B DAUPHIN ISLAND PKWY
THEODORE AL 36582

STEWART SURVEYING INC
10930 B DAUPHIN ISLAND PKWY
THEODORE AL 36582

HALLCO LLC
303 BAY HILL DR
MOBILE , AL 36617

HALLCO LLC
303 BAY HILL DR
MOBILE , AL 36617

HALLCO LLC
303 BAY HILL DR
MOBILE , AL 36617

BUDWEISER-BUSCH DISTRIBUTNG CO INC
1050 E I65 SERVICE RD N
EIGHT MILE , AL 36613

BUDWEISER-BUSCH DISTRIBUTNG CO INC
1050 E I65 SERVICE RD N
EIGHT MILE , AL 36613

BUDWEISER-BUSCH DISTRIBUTNG CO INC
1050 E I65 SERVICE RD N
EIGHT MILE , AL 36613

S & N PRODUCTS OF MOBILE LLC
6231 VIVIAN BROADUS RD
EIGHT MILE , AL 36613

S & N PRODUCTS OF MOBILE LLC
6231 VIVIAN BROADUS RD
EIGHT MILE , AL 36613

S & N PRODUCTS OF MOBILE LLC
6231 VIVIAN BROADUS RD
EIGHT MILE , AL 36613

MCALEER PROPERTIES III L P
4358 OLD SHELL RD STE B
MOBILE , AL 36608

MCALEER PROPERTIES III L P
4358 OLD SHELL RD STE B
MOBILE , AL 36608

MCALEER PROPERTIES III L P
4358 OLD SHELL RD STE B
MOBILE , AL 36608

CLARK PROPERTIES LLC
720 STATION ST
WAYNESBORO , MS 39367

CLARK PROPERTIES LLC
720 STATION ST
WAYNESBORO , MS 39367

CLARK PROPERTIES LLC
720 STATION ST
WAYNESBORO , MS 39367

ALABAMA POWER
150 ST. JOSEPH ST
MOBILE, AL 36652

ALABAMA POWER
150 ST. JOSEPH ST
MOBILE, AL 36652

ALABAMA POWER
150 ST. JOSEPH ST
MOBILE, AL 36652

MOBILE CO. WATER, SEWER & FIREPROTECTION AUTHORITY
P.O. BOX 489
THEODORE, AL 36582

MOBILE CO. WATER, SEWER & FIREPROTECTION AUTHORITY
P.O. BOX 489
THEODORE, AL 36582

MOBILE CO. WATER, SEWER & FIREPROTECTION AUTHORITY
P.O. BOX 489
THEODORE, AL 36582

SPIRE INC
2828 DAUPHIN ST.
MOBILE, AL 36606

SPIRE INC
2828 DAUPHIN ST.
MOBILE, AL 36606

SPIRE INC
2828 DAUPHIN ST.
MOBILE, AL 36606

OWEN FAMILY INVESTMENTS LLC C/O BONNIE M OWEN
102 LLEWELYN CT
MOBILE , AL 36608

AUBREY INC C/O DBA AUTO AIR OF ALA INC
3704 NORWOOD LN
MOBILE , AL 36618

NORWOOD PARTNERS, LLC, AN ALABAMA LLC ATTN: RALPH F REYNOLDS
104 DELAFIELD ISLAND RD
DARIEN , CT 06820

MOBILE CITY OF
205 GOVERNMENT PLAZA OFFICE OF CITY CLERK
MOBILE , AL 36644

RENROCK LLC
3714 MAIN ST
MUNHALL , PA 15120

OWEN FAMILY INVESTMENTS LLC C/O BONNIE M OWEN
102 LLEWELYN CT
MOBILE , AL 36608

AUBREY INC C/O DBA AUTO AIR OF ALA INC
3704 NORWOOD LN
MOBILE , AL 36618

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104 DELAFIELD ISLAND RD
DARIEN , CT 06820

MOBILE CITY OF
205 GOVERNMENT PLAZA OFFICE OF CITY CLERK
MOBILE , AL 36644

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MUNHALL , PA 15120

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102 LLEWELYN CT
MOBILE , AL 36608

AUBREY INC C/O DBA AUTO AIR OF ALA INC
3704 NORWOOD LN
MOBILE , AL 36618

NORWOOD PARTNERS, LLC, AN ALABAMA LLC ATTN: RALPH F REYNOLDS
104 DELAFIELD ISLAND RD
DARIEN , CT 06820

MOBILE CITY OF
205 GOVERNMENT PLAZA OFFICE OF CITY CLERK
MOBILE , AL 36644

RENROCK LLC
3714 MAIN ST
MUNHALL , PA 15120

Agenda Item # 10

SUB-002816-2024 & MOD-002815-2024

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – PUD Modification

DETAILS

Location:
1109, 1111, & 1113 West I-65 Service Road North

Subdivision Name (as applicable):
Harris Subdivision

Applicant / Agent (as applicable):
Mark Harris, Harris Real Estate, LLC

Property Owner:
Mark Harris, Harris Real Estate, LLC

Current Zoning:
I-1, Light-Industry District

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create three (3) legal lots of record from one (1) legal lot of record
- Modification of a previously approved Planned Unit Development

Commission Considerations:

1. Subdivision proposal with seven (7) conditions; and
2. Modification of a previously approved Planned Unit Development with nine (9) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 10 DATE February 22, 2024

APPLICANT Harris Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

SITE HISTORY

The site has been the subject of several Planning Commission-approved subdivisions, including J.E. Harris Subdivision, recorded in Mobile County Probate Court in 1975; and Smith's Bakery - Harris Subdivision Revised Plat, recorded in Mobile County Probate Court in 1997.

The site was the subject of Administrative Planned Unit Development (PUD) approval in 2013 allowing multiple buildings on a single building site with shared access and parking.

Most recently, at its November 2, 2023 meeting, the Planning Commission denied a request to subdivide the property into three (3) lots because the applicant did not submit an application for a Major Modification of the previously approved PUD. Article 5, Section 64-5-1.D. of the Unified Development Code (UDC) requires all applications related to the same site to be filed and considered concurrently.

There are no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

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. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
C. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
D. Show and label all flood zones. New maps went into effect on June 5, 2020.
E. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 12.
F. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 24 - #72) LOTS 1, 2, and 3 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 – 16,000 sf, LOT 2 – 26,000 sf, and LOT 3 – NONE.
G. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
H. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
I. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.

J. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Modification of Planned Unit Development

1. Label the drawing as the PUD Site Plan.
2. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
    a. 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).
    b. 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.
    c. 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.
    d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
    e. 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.
    f. 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.
    g. 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 commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The applicant is proposing to create a 3-lot, 6.54 ± acre subdivision from an existing single lot of record. The site is served by public water and sanitary sewer.

The site has frontage on West I-65 Service Road North, an ALDOT-maintained street that services Interstate 65 and requires a 300-foot right-of-way. The Preliminary Plat illustrates sufficient right-of-way; therefore, no additional dedication should be required and, if approved, should be retained on the Final Plat.

The preliminary plat illustrates a 25-foot building setback line along West I-65 Service Road North, in compliance with Article 2, Section 64-2-21.E. of the UDC. This information should be retained on the Final Plat, if approved.

The preliminary plat illustrates the lot sizes in square feet and acres. This information should be retained on the Final Plat, if approved; or the provision of a table on the Final Plat with the same information will suffice.

The depth of Lot 1 is greater than 3.5 times its width, which is discouraged by Section 6.C.3. of the Subdivision Regulations. However, such a lot design appears to be common within the vicinity of the subject site, the Planning Commission having approved several of them. As such, a waiver of Section 6.C.3. may be appropriate.

The preliminary plat illustrates multiple easements at the site. These easements should be retained on the Final Plat, if approved, with a note stating that no structure shall be constructed in any easement without permission of the easement holder.

Planned Unit Development Modification

The most recently approved Administrative PUD in 2013 allowed multiple buildings on a site consisting of multiple lots with shared parking and access.

A detailed description of the proposed Modification request is available via the link on page 1 of this report. In summary, there are no proposed physical modifications to the PUD site; the applicant is simply amending the PUD to reflect the proposed change to the interior lot lines. The site plan reflects the changes proposed by the Subdivision request, and illustrates that all proposed lots are developed with buildings and associated parking facilities.

If approved, the PUD site plan should be revised to reflect any revisions to easements as detailed in the Subdivision Planning Comments above. A note on the site plan states no structures are allowed in any easements without the easement holder's permission. If approved, this note should be retained on the Final PUD site plan.

The site plan does not illustrate parking or information for staff to verify the site has an adequate number of parking spaces. As such, if approved, revision of the site plan to illustrate parking and provide a table noting the

off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site should be required, along with the number of parking spaces provided.

A 25-foot minimum building setback line is illustrated along all frontages, in compliance with Article 2 Section 64-2-21.E. of the UDC for lots in an I-1, Light Industry District. If approved, this information should be retained on the final PUD site plan.

The size of each proposed lot is depicted in both square feet and acres and should be retained on the Final PUD site plan, if approved.

The PUD site plan does not provide the size of existing commercial structures in square feet, as required by Article 10, Section 64-10-3.E.3(c) of the UDC. As such, the final PUD site plan should be revised to provide this information.

The right-of-way along West I-65 Service Road North is also illustrated on the site plan and should be retained on the final PUD site plan, if approved.

It should be noted that future development or redevelopment of the proposed lots may require additional modifications of the PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plan, if approved.

SUBDIVISION CONSIDERATIONS

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:

If the Planning Commission considers approving the Subdivision request with a waiver of Section 6.C.3 of the Subdivision Regulations, the following conditions could apply:

1. Retention of the right-of-way width of West I-65 Service Road North, as depicted on the preliminary plat;
2. Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3. Placement of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
4. Compliance with all Engineering comments noted in this staff report;
5. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
6. Compliance with all Urban Forestry comments noted in this staff report; and,
7. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

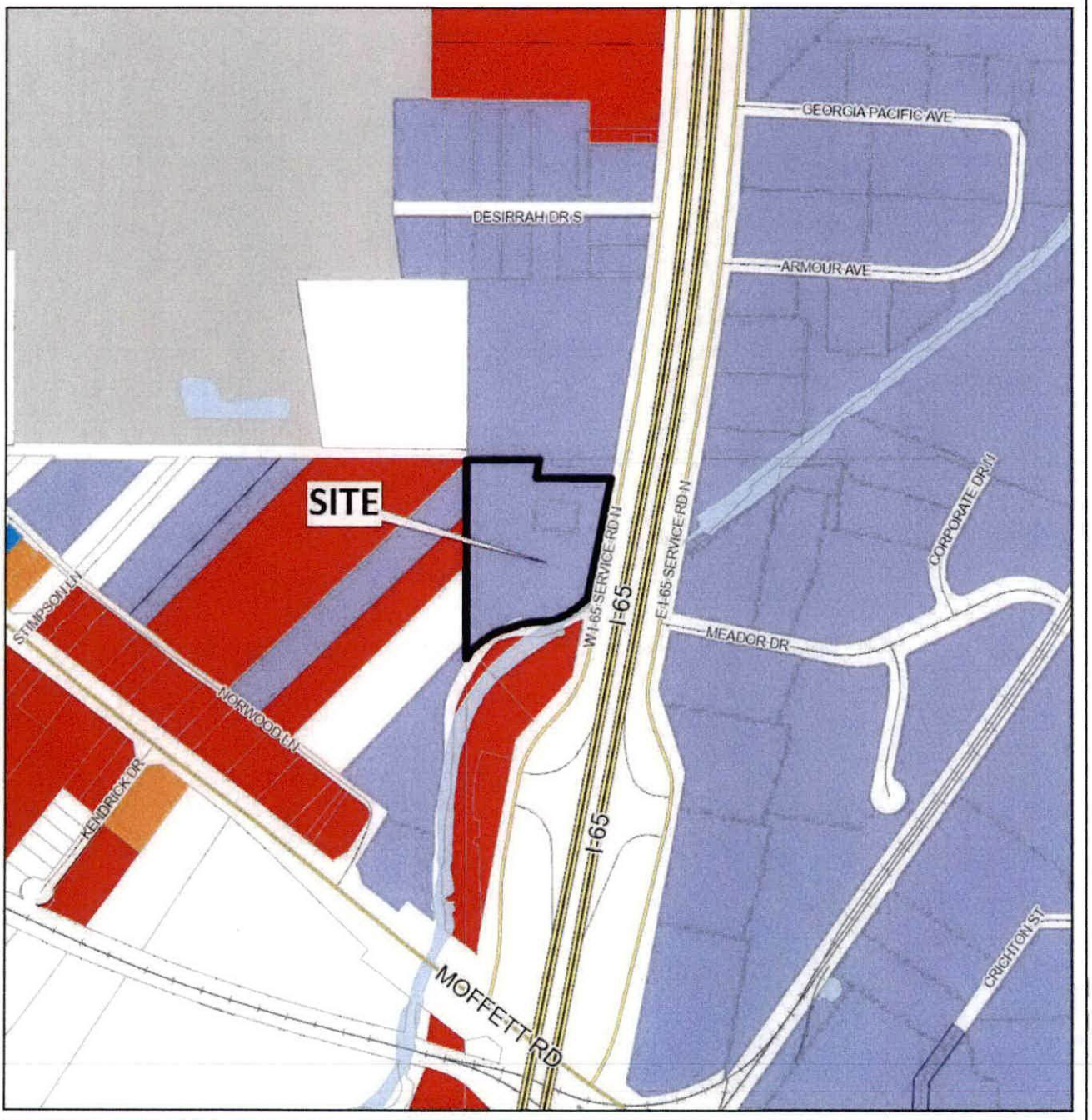
Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following conditions could apply:

1. Retention of a note on the final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;
2. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
3. Retention of the 25-foot minimum building setback line along West I-65 Service Road North, as required by Section 64-2-21.E. of the Unified Development Code;
4. Retention of the lot size labels in both square feet and acres, or provision of a table on the final PUD site plan with the same information;
5. Provision of the building sizes in square feet on the final PUD site plan;
6. Retention of the right-of-way along West I-65 Service Road North on the final PUD site plan;
7. Provision of a note on the final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;

8. Submittal to, and approval by, Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
9. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE February 22, 2024

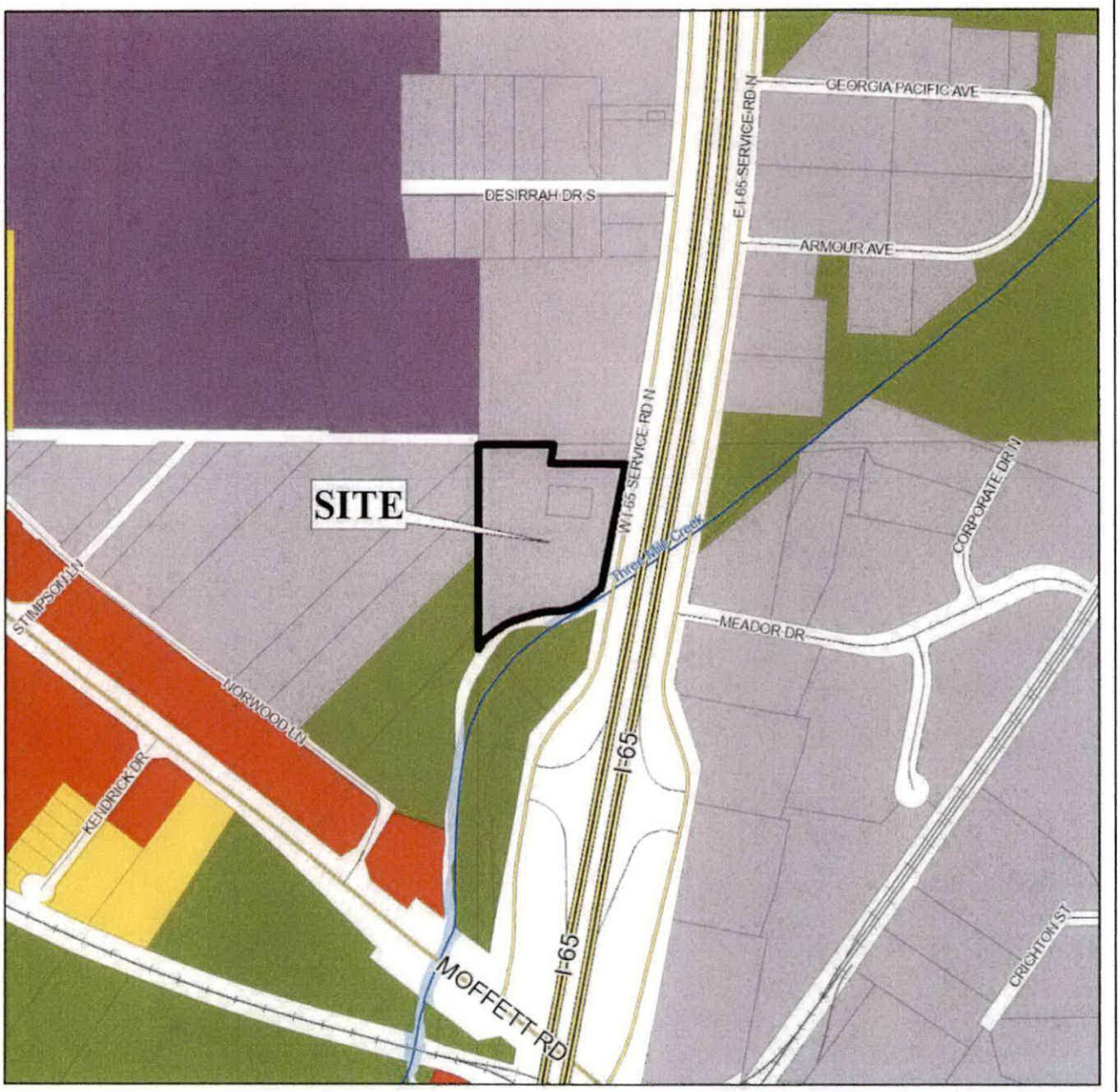
APPLICANT Harris Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE February 22, 2024

APPLICANT Harris Subdivision

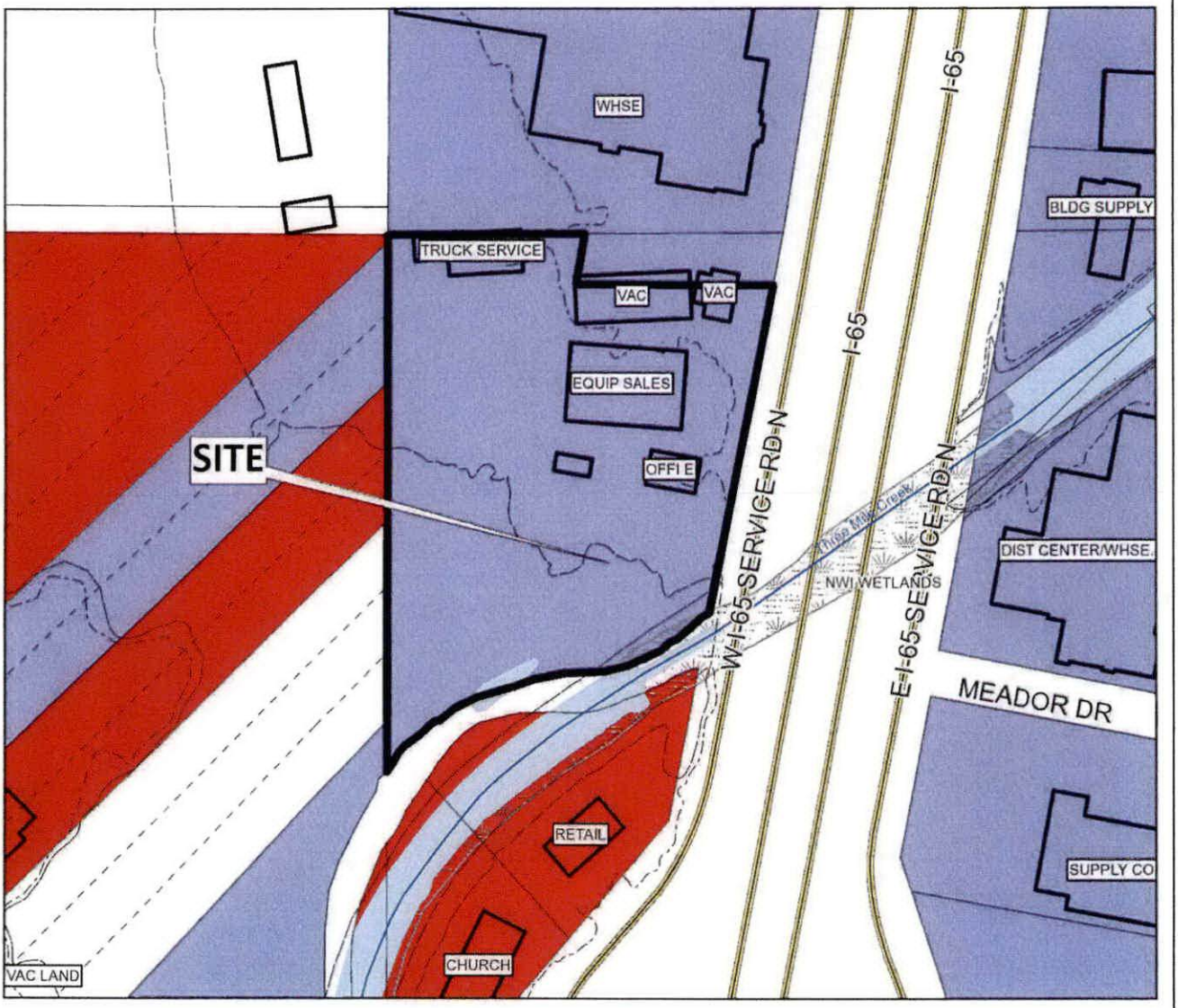
REQUEST Subdivision, PUD Modification

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 and industrial units.

APPLICATION NUMBER 10 DATE February 22, 2024

APPLICANT Harris Subdivision

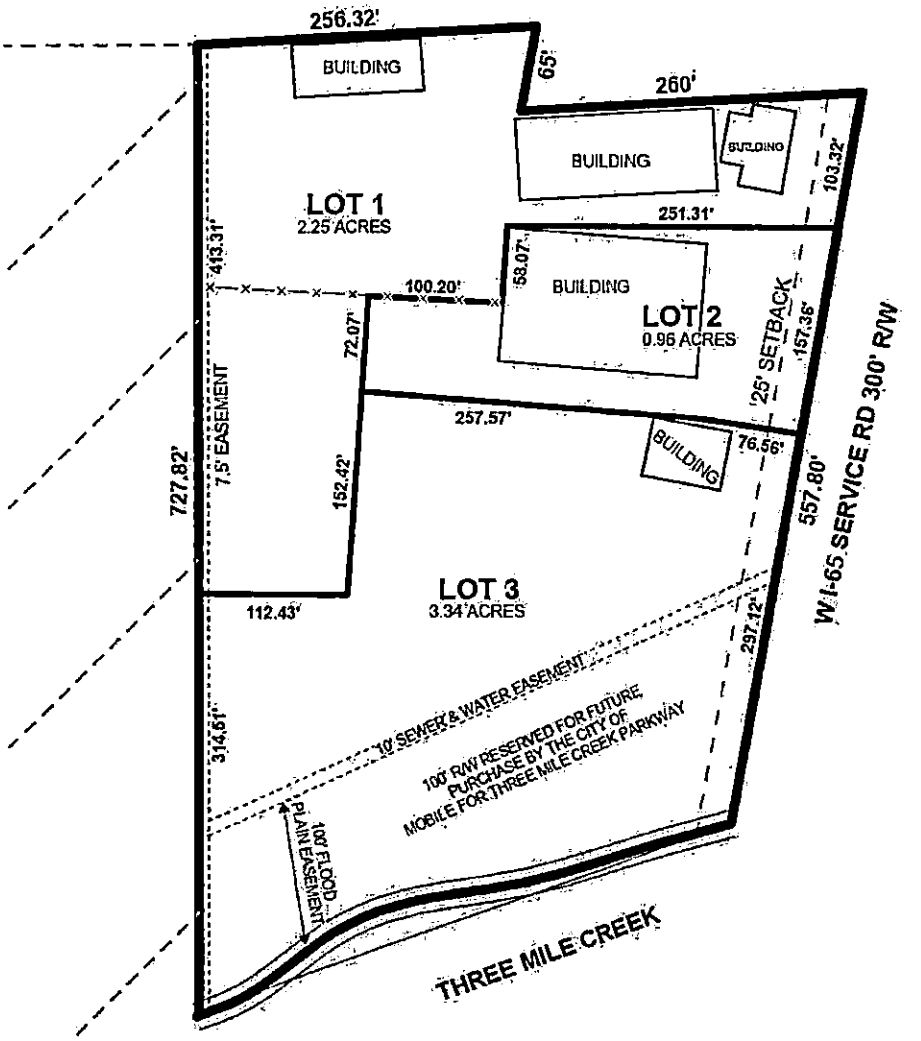
REQUEST Subdivision, PUD Modification

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 lots, existing buildings, setback, and easements.

APPLICATION NUMBER 10 DATE February 22, 2024

APPLICANT Harris Subdivision

REQUEST Subdivision, PUD Modification

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	■				■		■					□	O	
MULTIPLE-FAMILY	R-3	O	■			■	■						□	O	
RESIDENTIAL-BUSINESS	R-B		O			■		■					□	O	
TRANSITIONAL-BUSINESS	T-B		O		■	■	■	■					□		
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									O	O		□		
DOWNTOWN DEV. DD	SD	O	O	O	O	O	O	O		O	O		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	O	
NEIGH. BUSINESS	B-2		O			□	■	■	■				□	O	
LIMITED BUSINESS	LB-2		O			□	■	■	■				□	O	
COMMUNITY BUSINESS	B-3				■				■			O	□	O	
GEN. BUSINESS	B-4			■					■			O	□	O	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- O 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)

LIGHT INDUSTRY (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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	4/25/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/25/2024 - 2:09 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 Modification of a
Previously Approved Planned Unit Development for Property
Located at 4464 and 4474 Halls Mill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 30, 2024**, a public hearing will be held on the **4th** day of **June**, **2024**, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 4464 and 4474 Halls Mill Road to allow multiple buildings on multiple building sites and reduced landscaping.

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

WHEREAS, a Planned Unit Development (PUD) was approved on March 4, 2021 allowing multiple buildings on multiple building sites with shared access and reduced landscaping on property located at 4464 and 4474 Halls Mill Road and described as follows:

LOTS A, B, AND C, RESUBDIVISION OF PAUL PERSONS SUBDIVISION AS RECORDED IN MAP BOOK 120, PAGE 102, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN SOUTH 89°-48'-01" WEST AND ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 1389.8 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE NORTH 89°-06'-37" EAST, 139.58 FEET TO A POINT ON THE EASTERN LINE OF LOT A, RESUBDIVISION OF PAUL PERSONS SUBDIVISION, AS RECORDED IN MAP BOOK 120, PAGE 102, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 00°-13'-26" WEST AND ALONG THE EAST LINE OF SAID LOT A, A DISTANCE OF 716.03 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY LINE OF HALLS MILL ROAD (OLD U.S. HIGHWAY 90) (RIGHT-OF-WAY VARIES); THENCE NORTH 66°-28'-40" EAST AND ALONG SAID NORTH RIGHT-OF-WAY LINE, 149.52 FEET; THENCE NORTH 23°-41'-03" WEST, 144.96 FEET; THENCE NORTH 06°-17'-14" EAST, 528.95 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on January 16, 2024 allowing multiple buildings on multiple building sites and reduced landscaping.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on February 22, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Completion of the Use Variance process to amend a previously approved Use Variance, prior to issuance of development permits;
3. Placement of a note on the Final PUD Site Plan stating that, upon development of the site, as proposed, the entirety of Lot A-1 must comply with current UDC Landscaping & Tree standards as detailed in Article 3 Section 64-3-7 of the Unified Development Code;
4. Revision of the Final PUD Site Plan to remove Tree Planting, Landscaping, and Parking data and calculations as they are currently depicted;
5. Provision of a note stating that all proposed and future development must comply with current UDC requirements;
6. Revision of the Final PUD Site Plan such that notes referencing sections from the previous Zoning Ordinance are updated to their corresponding Sections in the Unified Development Code;
7. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
8. Revision of the site plan to illustrate compliance with the off-street loading facilities standards of Section 64-3-12.B;
9. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
10. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
11. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
12. Provision of a note on the site plan stating that all proposed and future protection buffers must comply with Section 64-3-8 of the UDC;
13. Retention of all easements, as illustrated;
14. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
15. Provision of a note on the site plan stating future development or redevelopment of the site may require additional modification of the PUD to be reviewed and approved by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;

E. Will minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Completion of the Use Variance process to amend a previously approved Use Variance, prior to issuance of development permits;
3. Placement of a note on the Final PUD Site Plan stating that, upon development of the site, as proposed, the entirety of Lot A-1 must comply with current UDC Landscaping & Tree standards as detailed in Article 3 Section 64-3-7 of the Unified Development Code;
4. Revision of the Final PUD Site Plan to remove Tree Planting, Landscaping, and Parking data and calculations as they are currently depicted;
5. Provision of a note stating that all proposed and future development must comply with current UDC requirements;
6. Revision of the Final PUD Site Plan such that notes referencing sections from the previous Zoning Ordinance are updated to their corresponding Sections in the Unified Development Code;
7. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
8. Revision of the site plan to illustrate compliance with the off-street loading facilities standards of Section 64-3-12.B;
9. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
10. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
11. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
12. Provision of a note on the site plan stating that all proposed and future protection buffers must comply with Section 64-3-8 of the UDC;
13. Retention of all easements, as illustrated;
14. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
15. Provision of a note on the site plan stating future development or redevelopment of the site may require additional modification of the PUD to be reviewed and approved by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;

20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
21. 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 Mobile City Council 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 Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 4th 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 8th 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 4464 and 4474 Halls Mill Road.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on March 4, 2021. The owner of said property has applied for a Major Modification of the PUD allowing multiple buildings on multiple building sites and reduced landscaping. If approved, the major modification allowing multiple buildings on multiple building sites and reduced landscaping is subject to the following proposed conditions: 1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request; 2. Completion of the Use Variance process to amend a previously approved Use Variance, prior to issuance of development permits; 3. Placement of a note on the Final PUD Site Plan stating that, upon development of the site, as proposed, the entirety of Lot A-1 must comply with current UDC Landscaping & Tree standards as detailed in Article 3 Section 64-3-7 of the Unified Development Code; 4. Revision of the Final PUD Site Plan to remove Tree Planting, Landscaping, and Parking data and calculations as they are currently depicted; 5. Provision of a note stating that all proposed and future development must comply with current UDC requirements; 6. Revision of the Final PUD Site Plan such that notes referencing sections from the previous Zoning Ordinance are updated to their corresponding Sections in the Unified Development Code; 7. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9; 8. Revision of the site plan to illustrate compliance with the off-street loading facilities standards of Section 64-3-12.B; 9. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3; 10. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7; 11. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC; 12. Provision of a note on the site plan stating that all proposed and future protection buffers must comply with Section 64-3-8 of the UDC; 13. Retention of all easements, as illustrated; 14. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder; 15. Provision of a note on the site plan stating future development or redevelopment of the site may require additional modification of the PUD to be reviewed and approved by the Planning Commission and City Council; 16. Compliance with all Engineering comments noted in the staff report; 17. Compliance with all Traffic Engineering comments noted in the staff report; 18. Compliance with all Urban Forestry comments noted in the staff report; 19. Compliance with all Fire Department comments noted in the staff report; 20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and, 21. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code will 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

WHEREAS, a Planned Unit Development (PUD) was approved on March 4, 2021 allowing multiple buildings on multiple building sites with shared access and reduced landscaping on property located at 4464 and 4474 Halls Mill Road and described as follows:

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TOGETHER WITH COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN SOUTH 89°-48'-01" WEST AND ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 1389.8 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE NORTH 89°-06'-37" EAST, 139.58 FEET TO A POINT ON THE EASTERN LINE OF LOT A, RESUBDIVISION OF PAUL PERSONS SUBDIVISION, AS RECORDED IN MAP BOOK 120, PAGE 102, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 00°-13'-26" WEST AND ALONG THE EAST LINE OF SAID LOT A, A DISTANCE OF 716.03 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY LINE OF HALLS MILL ROAD (OLD U.S. HIGHWAY 90) (RIGHT-OF-WAY VARIES); THENCE NORTH 66°-28'-40" EAST AND ALONG SAID NORTH RIGHT-OF-WAY LINE, 149.52 FEET; THENCE NORTH 23°-41'-03" WEST, 144.96 FEET; THENCE NORTH 06°-17'-14" EAST, 528.95 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on January 16, 2024 allowing multiple buildings on multiple building sites and reduced landscaping.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on February 22, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Completion of the Use Variance process to amend a previously approved Use Variance, prior to issuance of development permits;
3. Placement of a note on the Final PUD Site Plan stating that, upon development of the site, as proposed, the entirety of Lot A-1 must comply with current UDC Landscaping & Tree standards as detailed in Article 3 Section 64-3-7 of the Unified Development Code;
4. Revision of the Final PUD Site Plan to remove Tree Planting, Landscaping, and Parking data and calculations as they are currently depicted;

5. Provision of a note stating that all proposed and future development must comply with current UDC requirements;
6. Revision of the Final PUD Site Plan such that notes referencing sections from the previous Zoning Ordinance are updated to their corresponding Sections in the Unified Development Code;
7. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
8. Revision of the site plan to illustrate compliance with the off-street loading facilities standards of Section 64-3-12.B;
9. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
10. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
11. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
12. Provision of a note on the site plan stating that all proposed and future protection buffers must comply with Section 64-3-8 of the UDC;
13. Retention of all easements, as illustrated;
14. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
15. Provision of a note on the site plan stating future development or redevelopment of the site may require additional modification of the PUD to be reviewed and approved by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Will minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Completion of the Use Variance process to amend a previously approved Use Variance, prior to issuance of development permits;
3. Placement of a note on the Final PUD Site Plan stating that, upon development of the site, as proposed, the entirety of Lot A-1 must comply with current UDC Landscaping & Tree standards as detailed in Article 3 Section 64-3-7 of the Unified Development Code;
4. Revision of the Final PUD Site Plan to remove Tree Planting, Landscaping, and Parking data and calculations as they are currently depicted;
5. Provision of a note stating that all proposed and future development must comply with current UDC requirements;
6. Revision of the Final PUD Site Plan such that notes referencing sections from the previous Zoning Ordinance are updated to their corresponding Sections in the Unified Development Code;
7. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
8. Revision of the site plan to illustrate compliance with the off-street loading facilities standards of Section 64-3-12.B;
9. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
10. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
11. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
12. Provision of a note on the site plan stating that all proposed and future protection buffers must comply with Section 64-3-8 of the UDC;
13. Retention of all easements, as illustrated;
14. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
15. Provision of a note on the site plan stating future development or redevelopment of the site may require additional modification of the PUD to be reviewed and approved by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;

20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
21. 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

Buddy Persons, Persons Development & Construction Services, LLC
4464 & 4474 Halls Mill Road
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 20, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of February 22, 2024 considered the request of Buddy Persons, Persons Development & Construction Services, LLC, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing multiple buildings on multiple building sites and reduced landscaping for the property located at 4464 & 4474 Halls Mill Road.

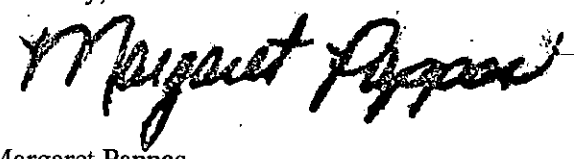
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Completion of the Use Variance process to amend a previously approved Use Variance, prior to issuance of development permits;
3. Placement of a note on the Final PUD Site Plan stating that, upon development of the site, as proposed, the entirety of Lot A-1 must comply with current UDC Landscaping & Tree standards as detailed in Article 3 Section 64-3-7 of the Unified Development Code;
4. Revision of the Final PUD Site Plan to remove Tree Planting, Landscaping, and Parking data and calculations as they are currently depicted;
5. Provision of a note stating that all proposed and future development must comply with current UDC requirements;
6. Revision of the Final PUD Site Plan such that notes referencing sections from the previous Zoning Ordinance are updated to their corresponding Sections in the Unified Development Code;
7. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
8. Revision of the site plan to illustrate compliance with the off-street loading facilities standards of Section 64-3-12.B;
9. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
10. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
11. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
12. Provision of a note on the site plan stating that all proposed and future protection buffers must comply with Section 64-3-8 of the UDC;
13. Retention of all easements, as illustrated;

14. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
15. Provision of a note on the site plan stating future development or redevelopment of the site may require additional modification of the PUD to be reviewed and approved by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,



Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 26, 2024

Buddy Persons
Persons Development & Construction Services, LLC
4474 Halls Mill Road
Mobile, Alabama 36693

Re: 4464 & 4474 Halls Mill Road
MOD-002814-2024
First Addition to, Resubdivision of, Paul Persons Subdivision
Buddy Persons, Persons Development & Construction Services, LLC
District 4
Modification of a previously approved Planned Unit Development allowing multiple buildings on multiple building sites and reduced landscaping.

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

At its meeting on February 22, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

a. The request is consistent with all applicable requirements of this Chapter;
b. The request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. The request shall not be detrimental or endanger the public health, safety or general welfare.
h. 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 the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Completion of the Use Variance process to amend a previously approved Use Variance, prior to issuance of development permits;
3. Placement of a note on the Final PUD Site Plan stating that, upon development of the site, as proposed, the entirety of Lot A-1 must comply with current UDC Landscaping & Tree standards as detailed in Article 3 Section 64-3-7 of the Unified Development Code;
4. Revision of the Final PUD Site Plan to remove Tree Planting, Landscaping, and Parking data and calculations as they are currently depicted;
5. Provision of a note stating that all proposed and future development must comply with current UDC requirements;
6. Revision of the Final PUD Site Plan such that notes referencing sections from the previous Zoning Ordinance are updated to their corresponding Sections in the Unified Development Code;
7. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
8. Revision of the site plan to illustrate compliance with the off-street loading facilities standards of Section 64-3-12.B;
9. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
10. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
11. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
12. Provision of a note on the site plan stating that all proposed and future protection buffers must comply with Section 64-3-8 of the UDC;
13. Retention of all easements, as illustrated;
14. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;
15. Provision of a note on the site plan stating future development or redevelopment of the site may require additional modification of the PUD to be reviewed and approved by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in the staff report;
17. Compliance with all Traffic Engineering comments noted in the staff report;
18. Compliance with all Urban Forestry comments noted in the staff report;
19. Compliance with all Fire Department comments noted in the staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

MOD-002814-2024 First Addition to, Resubdivision of, Paul Persons Subdivision
February 26, 2024

The advertising fee for this application based on the current legal description is $812.82. 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.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and 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
January 25, 2024
PUBLIC HEARING NOTICE

Re: 4464 & 4474 Halls Mill Road
MOD-002814-2024
First Addition to Resubdivision of, Paul Persons Subdivision
Buddy Persons, Persons Development & Construction Services, LLC
District 4
Modification of a previously approved Planned Unit Development allowing multiple buildings on multiple building sites and reduced landscaping.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, February 22, 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, February 21, 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
January 25, 2024
PUBLIC HEARING NOTICE

Re: 4464 & 4474 Halls Mill Road
MOD-002814-2024
First Addition to Resubdivision of, Paul Persons Subdivision
Buddy Persons, Persons Development & Construction Services, LLC
District 4
Modification of a previously approved Planned Unit Development allowing multiple buildings on multiple building sites and reduced landscaping.

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, February 22, 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.

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, February 21, 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

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

	Applicant	Agent (If Applicable)
Name:	Buddy Persons	
Firm:	Persons Development & Construction Services, LLC	
Phone:	(251) 660-0132	
Email:	buddy@personsservices.com	
Address:	4474 Halls Mill Rd, Mobile, AL 36693	

	Owner	Design Professional
Name:	Buddy Persons	Jackson Berkbigler
Firm:	Persons Development & Construction Services, LLC	Rowe Engineering & Surveying
Phone:	(251) 660-0132	(251) 666-2766
Email:	buddy@personsservices.com	jackson@roweengineering.com
Address:	4474 Halls Mill Rd, Mobile, AL 36693	3502 Laughlin Dr, Suite B, Mobile, AL 36693

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

4464, 4474, 4480, 4490 Halls Mill Road, Mobile, AL 36693
Property Address

6.84 acres
Property Area (acres or square feet)

04001650, 04001651, 04001649, 01130029
Parcel Number(s) or Key Number(s)

B-3
Present Zoning or Transect District

N/A
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

1/16/2024
Date

Applicant or Agent Signature (if applicable)

1/16/2024
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.

Applicant or Agent Signature

1/16/2024
Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development 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 site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The proposed structures' uses align with the current zoning of the property and the surrounding land uses of the subject property.

   Light Industry
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   The proposed structures on proposed Lot A-1 are to serve as an office building and pole barn for Persons Services & Development, LLC.
   The surrounding properties consist of offices for engineering firms, construction offices, and industrial equipment suppliers.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The proposed development plans to add a new detention pond to the site which would reduce the strain on the existing detention pond.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

The development consists of four existing structures which are approximately 24 feet tall. The existing structures serve commercial and industrial uses.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

Shurbs and heritage trees are located on the development's frontage on Halls Mill Road. The development also consists of shrubs and heritage trees within the landscaped and open areas throughout. Board fences where property adjoins residential districts.

☐ Lighting:

The existing development on site contains street lamp and exterior building lighting.

☐ Hours of operation:

7:00 am - 5:00 pm Monday-Friday

☐ Other conditions that are unique to the use of the property:

50-foot non exclusive easement for ingress and egress.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The proposed open warehouse is to provide a storage location for Persons Services Corp equipment and machinery. In its current state, the development does not have adequate room to house these items. A 10-foot protection buffer will be provided between the proposed development and residential uses.

8. 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 proposed structures will provide office space and open warehouse storage for Persons Services Corp. Persons Services Corp serves as a construction and industrial group that provides services to the local and regional area.

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?
   The meeting will be held at 4474 Halls Mill Road Mobile, AL 36693 at 4:30 p.m. on Tuesday, January 30th.

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?

PUD NARRATIVE

PERSONS SERVICES CORPORATION
4464, 4474, 4480, 4490 HALLS MILL ROAD

The purpose of this application is to amend a previously approved Planned Unit Development PUD-001512-2021 to show a revised parking layout and proposed structures on proposed Lot A-1. The previously approved PUD was designed under the 2019 Planning and Zoning Code. This modification is designed under the same standards. All conditions of the previous PUD approval will be carried over to this application.

An application is being submitted simultaneously to create a new Subdivision by combining Lot A, Resubdivision of Paul Persons Subdivision with Parcel 1 (to be designated A-1).

Application Submission
Contact Information

Name of Project: Persons Development

Address: 4464, 4474, 4480, 4490 Halls Mill Road

Owner: Persons Development & Construction Services, LLC

Address: 4474 Halls Mill Rd, Mobile, AL Zip Code: 36693

Phone: (251) 660-0132 Fax: N/A Email: buddy@personsservices.com

Authorized Agent: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Contractor: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Rowe Engineering & Surveying

Address: 3502 Laughlin Drive, Suite B, Mobile, AL Zip Code: 36693

Phone: 251-666-2766 Fax: 251-660-1040 Email: zeke@roweengineering.com

Architect: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature

Cecil "Zeke" Hudson
Print

1/16/2024
Date

PLS/Rowe Engineering & Surveying
Affiliation to project/Organization

CAPture Citizen Access

MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

- Search
- Pay Tax
- Forms

PARCEL #:	**33 06 14 1 000 011.003**
OWNER:	PERSONS DEVELOPMENT & CONSTRUCTION SE..
ADDRESS:	4474 HALLS MILL RD MOBILE AL 36693-5..
LOCATION:	4490 HALLS MILL RD MOBILE AL 36693-5635

[600-D0]	Baths: **1.0**	H/C Sqft: **9,875**
MUNI 10 & 14 HALLS ..	Bed Rooms: **0**	Land Sch: **MT/51**
Land: **35,500**	Imp: **927,900**	Total: **963,400**
Acres: **0.916**	Sales Info: **03/11/2009**	**$150,000**

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2023

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SALES INFORMATION

SALES HISTORY:

Sale Date	Price	Deed	Grantor	Grantee
3/11/2009	$150,000	6506-511	PERSONS PAUL F SR	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC

PROPERTY OWNERSHIP HISTORY:

Tax Year	Entity Name.	Mailing Address
2024	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693-5622
2023	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693-5622
2022	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693-5622
2021	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2020	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2019	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2018	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2017	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2016	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2015	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2014	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2013	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2012	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2011	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2010	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693

OWNERSHIP CHANGES:

Eff. Date	Tax Year	Entity Name.	Mailing Address
3/11/2009 12:00:00 AM	2010	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693

QUICK LINKS
- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- ** News **

NEW COUNTY MAP

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KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
3925 Michael Blvd Suite G
MOBILE, AL 36609
(251) 574 8530

CAPture Citizen Access

MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

- Search
- Pay Tax
- Forms

PARCEL #:	**33 06 14 1 000 011.002**
OWNER:	PERSONS DEVELOPMENT & CONSTRUCTION SE..
ADDRESS:	4474 HALLS MILL RD MOBILE AL 36693-5..
LOCATION:	4480 HALLS MILL RD MOBILE AL 36693-5622

[600-D0]	Baths: **1.0**	H/C Sqft: **3,506**
MUNI 10 & 14 HALLS ..	Bed Rooms: **0**	Land Sch: **MT/51**
Land: **69,000**	Imp: **728,400**	Total: **797,400**
Acres: **1.783**	Sales Info: **03/11/2009**	**$150,000**

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Tax Year : 2023

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SALES INFORMATION

SALES HISTORY:

Sale Date	Price	Deed	Grantor	Grantee
3/11/2009	$150,000	6506-511	PERSONS PAUL F SR	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC

PROPERTY OWNERSHIP HISTORY:

Tax Year	Entity Name.	Mailing Address
2024	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693-5622
2023	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693-5622
2022	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693-5622
2021	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2020	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2019	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2018	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2017	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2016	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2015	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2014	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2013	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2012	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2011	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2010	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693

OWNERSHIP CHANGES:

Eff. Date	Tax Year	Entity Name.	Mailing Address
3/11/2009 12:00:00 AM	2010	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693

QUICK LINKS
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3925 Michael Blvd Suite G
MOBILE, AL 36609
(251) 574 8530

CAPtime Citizen Access

MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

- Search
- Pay Tax
- Forms

PARCEL #:	**33 06 14 1 000 011.001**
OWNER:	PERSONS DEVELOPMENT & CONSTRUCTION SE..
ADDRESS:	4474 HALLS MILL ROAD MOBILE AL 36693..
LOCATION:	4474 HALLS MILL RD MOBILE AL 36693-5622

[637-D0]	Baths: **1.0**	H/C Sqft: **7,500**
MUNI 10 & 14 HALLS ..	Bed Rooms: **0**	Land Sch: **MT/51**
Land: **97,600**	Imp: **735,300**	Total: **832,900**
Acres: **2.521**	Sales Info: **05/05/2012**	**$434,400**

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2023

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SALES INFORMATION

SALES HISTORY:

Sale Date	Price	Deed	Grantor	Grantee
5/5/2012	$434,400	6895-179	PERSONS PAUL F SR	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC
8/3/2010	$56,500	6686-255	PERSONS PAUL F SR	PERSONS PAUL F JR
12/30/2009	$56,500	6613-1919	PERSONS PAUL F SR	PERSONS PAUL F JR

PROPERTY OWNERSHIP HISTORY:

Tax Year	Entity Name.	Mailing Address
2024	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL ROAD, MOBILE AL - 36693-5622
2023	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL ROAD, MOBILE AL - 36693-5622
2022	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL ROAD, MOBILE AL - 36693-5622
2021	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL ROAD, MOBILE AL - 36693
2020	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL ROAD, MOBILE AL - 36693
2019	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL ROAD, MOBILE AL - 36693
2018	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL ROAD, MOBILE AL - 36693
2017	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL ROAD, MOBILE AL - 36693
2016	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL ROAD, MOBILE AL - 36693
2015	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL ROAD, MOBILE AL - 36693
2014	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL ROAD, MOBILE AL - 36693
2013	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL ROAD, MOBILE AL - 36693
2012	PERSONS PAUL F SR & CAROLYN L 50% INT & PAUL F PERSONS JR 50% INT C/O PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL ROAD, MOBILE AL - 36693
2011	PERSONS PAUL F SR & CAROLYN L 50% INT & PAUL F PERSONS JR 50% INT	4474 HALLS MILL RD, MOBILE AL - 36693
2010	PERSONS PAUL F & CAROLYN L C/O PERSONS PAUL F SR & CAROLYN L 50% INT & PAUL F PERSONS JR 50% INT	4474 HALLS MILL RD, MOBILE AL - 36693

OWNERSHIP CHANGES:

Eff. Date	Tax Year	Entity Name.	Mailing Address
5/5/2012 12:00:00 AM	2013	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL ROAD, MOBILE AL - 36693
8/3/2010 12:00:00 AM	2011	PERSONS PAUL F SR & CAROLYN L 75% INT AND PAUL F JR 25% INT	4474 HALLS MILL RD, MOBILE AL - 36693
12/30/2009 12:00:00 AM	2011	PERSONS PAUL F SR & CAROLYN L 75% INT AND PAUL F JR 25% INT	4474 HALLS MILL RD, MOBILE AL - 36693

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KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
3925 Michael Blvd Suite G
MOBILE, AL 36609
(251) 574 8530

PARCEL #:	**33 06 14 1 000 010.XXX**
OWNER:	PERSONS DEVELOPMENT & CONSTRUCTION SE..
ADDRESS:	4474 HALLS MILL RD MOBILE AL 36693-5..
LOCATION:	4464 HALLS MILL RD MOBILE AL 36693-5622

[MISCIMP-NONE]	Baths: **0.0**	H/C Sqft: **0**
MUNI 10 & 14 HALLS ..	Bed Rooms: **0**	Land Sch: **MT/31**
Land: **75,300**	Imp: **48,500**	Total: **123,800**
Acres: **1.950**	Sales Info: **05/15/2020**	**$155,000**

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2023

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

QUICK LINKS

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SALES INFORMATION

SALES HISTORY:

Sale Date	Price	Deed	Grantor	Grantee
5/15/2020	$155,000	2020029365	HART LAURIE W	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC
10/18/2006	$80,000	QD6064-1793		
8/31/1997	$75,000	WD4492-1884		
6/4/1997	$50,000	4492-1881		
5/7/1997	$10	WD4464-952		
2/1/1956	$0	668-579		

PROPERTY OWNERSHIP HISTORY:

Tax Year	Entity Name.	Mailing Address
2024	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693-5622
2023	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693-5622
2022	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693-5622
2021	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2020	HART LAURIE W C/O PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693
2019	HART LAURIE W	4389 SAWYER AVE, MOBILE AL - 36619
2018	HART LAURIE W	4389 SAWYER AVE, MOBILE AL - 36619
2017	HART LAURIE W	4389 SAWYER AVE, MOBILE AL - 36619
2016	HART LAURIE W	4389 SAWYER AVE, MOBILE AL - 36619
2015	HART LAURIE W	4389 SAWYER AVE, MOBILE AL - 36619
2014	HART LAURIE W	4389 SAWYER AVE, MOBILE AL - 36619
2013	HART LAURIE W	4389 SAWYER AVE, MOBILE AL - 36619
2012	HART LAURIE W	4389 SAWYER AVE, MOBILE AL - 36619
2011	HART LAURIE W	4389 SAWYER AVE, MOBILE AL - 36619
2010	HART LAURIE W	4389 SAWYER AVE, MOBILE AL - 36619
2009	HART LAURIE W	4389 SAWYER AVE, MOBILE AL - 36619
2008	HART LAURIE W	4389 SAWYER AVE, MOBILE AL - 36619
2007	HART STEPHEN L	P O BOX 190158, MOBILE AL - 36619
2006	HART STEPHEN L	P O BOX 190158, MOBILE AL - 36619
2005	HART STEPHEN L	P O BOX 190158, MOBILE AL - 36619
2004	HART STEPHEN L	P O BOX 190158, MOBILE AL - 36619
2003	HART STEPHEN L	P O BOX 190158, MOBILE AL - 36619
2002	HART STEPHEN L	P O BOX 190158, MOBILE AL - 36619

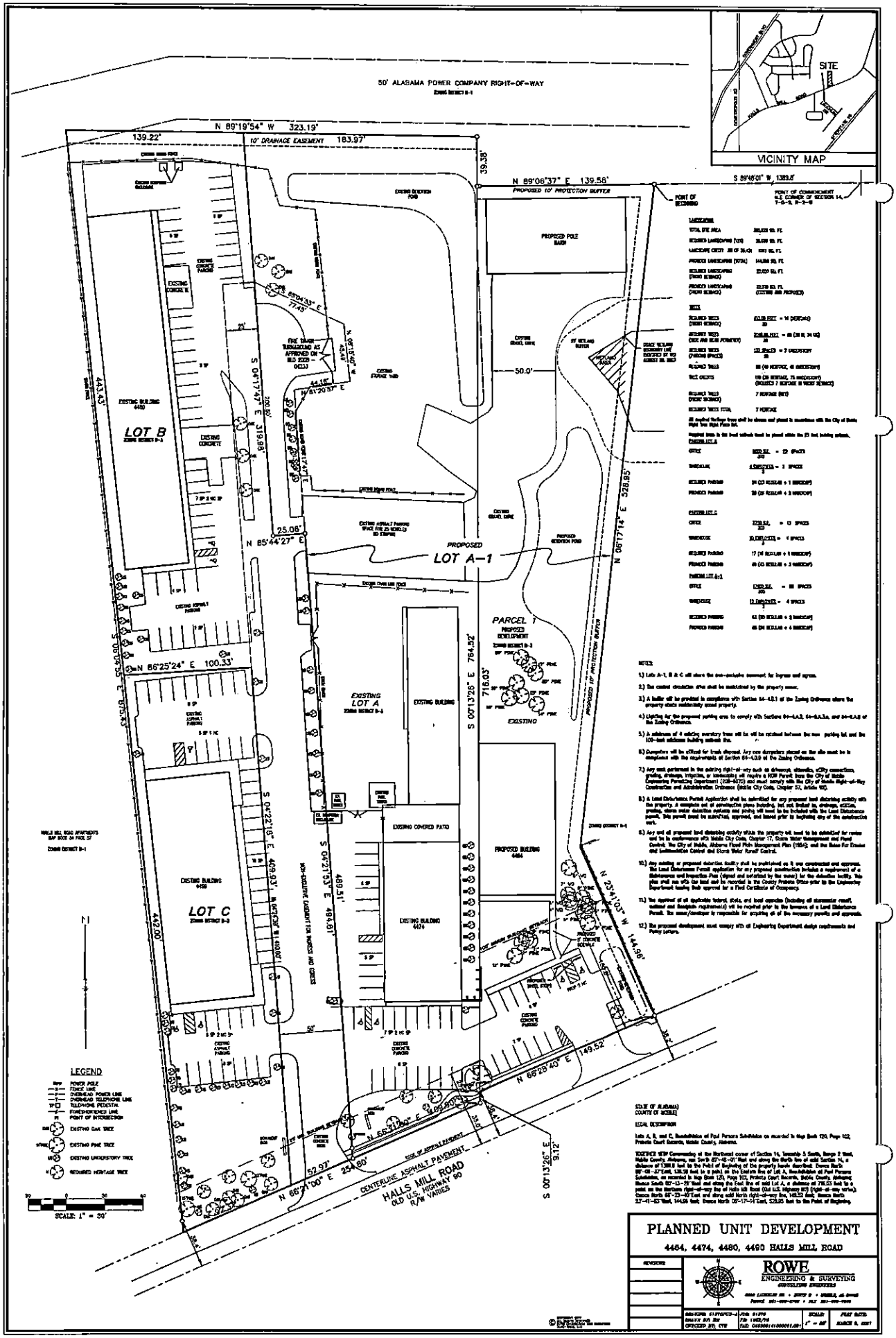
OWNERSHIP CHANGES:

Eff. Date	Tax Year	Entity Name.	Mailing Address
5/15/2020 12:00:00 AM	2021	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC	4474 HALLS MILL RD, MOBILE AL - 36693

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50' ALABAMA POWER COMPANY RIGHT-OF-WAY
N 89°19'54" W 323.19'
139.22'
10' DRAINAGE EASEMENT
183.97'
39.35'
N 89°06'37" E 139.56'
PROPOSED 10' PROTECTION BUFFER
S 89°45'01" W 1389.8'
POINT OF BEGINNING
POINT OF COMMENCEMENT
N.E. CORNER OF SECTION 14, T-5-S, R-2-W
VICINITY MAP
SITE
HALLS MILL ROAD
LOT B
EXISTING BUILDING 4480
EXISTING CONCRETE PARKING
EXISTING ASPHALT PARKING
EXISTING GRAVEL AREA
EXISTING STORAGE YARD
EXISTING GUARD SHACK
EXISTING GUARD HOUSE
EXISTING ASPHALT PARKING SPACE FOR 25 MOBILE HOME SITES
EXISTING DETENTION POND
PROPOSED POLE BARN
PROPOSED DETENTION POND
PROPOSED LOT A-1
PARCEL 1
PROPOSED DEVELOPMENT
EXISTING LOT A
EXISTING BUILDING
EXISTING COVERED PATIO
PROPOSED BUILDING 4464
EXISTING BUILDING 4474
LOT C
EXISTING BUILDING 4490
EXISTING CONCRETE PARKING
EXISTING ASPHALT PARKING
EXISTING GRAVEL DRIVE
ST WETLAND BUFFER
STATE WETLAND BOUNDARY LINE SURVEYED BY W.D. ARNEY ON MAY 28, 2021
FIRE FLOW TURNAROUND AS APPROVED ON MID RIVER - 06/21
50.0'
25.06'
N 85°44'27" E
N 06°17'14" E 526.85'
S 00°13'25" E 764.52'
716.03'
EXISTING
S 04°17'47" E 319.98'
S 04°22'15" E 469.03'
S 04°21'53" E 489.51'
489.81'
N 25°41'05" W 144.96'
N 66°25'40" E 149.52'
N 66°21'00" E 254.60'
52.97'
S 00°13'26" E 9.12'
CENTERLINE ASPHALT PAVEMENT
HALLS MILL ROAD
OLD U.S. HIGHWAY 90
R/W VARIES
N 86°25'24" E 100.33'
S 85°50'50" E 55.90.5
443.43'
442.00'
N 04°17'47" W 320.80'
N 81°20'57" E 44.16'
N 08°15'40" W 43.47'
S 04°17'47" E 77.45
LEGEND
SCALE: 1" = 30'
LANDSCAPING
NOTES:
1) Lots A-1, B & C all share the non-exclusive easement for ingress and egress.
2) The control elevation shall be maintained by the property owner.
3) A buffer will be provided in compliance with Section 64-4.D.1 of the Zoning Ordinance where the property abuts residentially zoned property.
4) Lighting for the proposed parking area to comply with Sections 64-4.A.2, 64-6.A.3.a, and 64-6.A.3 of the Zoning Ordinance.
5) A minimum of 4 existing overstory trees will be left undisturbed between the new parking lot and the 109-bed addiction building network Inn.
6) Dumpsters will be utilized for trash disposal. Any new dumpsters placed on the site must be in compliance with the requirements of Section 64-4.D.9 of the Zoning Ordinance.
7) Any work performed in the existing right-of-way such as driveways, sidewalks, utility connections, grading, drainage, inspection, or maintenance will require a ROW Permit from the City of Mobile, Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
8) A Land Disturbance Permit Application shall be submitted for any proposed land disturbing activity with this 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. The permit must be submitted, approved, and issued prior to beginning any of the construction work.
9) 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 Storm For Erosion and Sedimentation Control and Storm Water Runoff Control.
10) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction included a requirement of a maintenance and inspection Plan (signed and notarized by the owner) for the detention facility. This plan shall was with the land and be recorded in the County Probate Office prior to the Engineering Department issuing final approval for a Final Certificate of Occupancy.
11) The approval of all applicable federal, state, and local agencies (including all stormwater 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.
12) The proposed development must comply with all Engineering Department design requirements and Policy Letters.
STATE OF ALABAMA
COUNTY OF MOBILE
LEGAL DESCRIPTION
Lots A, B, and C, Subdivision of Paul Parsons Subdivision as recorded in Map Book 120, Page 102, Probate Court Records, Mobile County, Alabama.
PLANNED UNIT DEVELOPMENT
4464, 4474, 4480, 4490 HALLS MILL ROAD
ROWE
ENGINEERING & SURVEYING
CONSULTING ENGINEERS
SCALE: 1" = 30'
MARCH 5, 2021

Donnie & Antoinette Farnell
4385 Fathbrook Ln
Mobile, AL 36693-4932

Kathryn Beam
4383 Fathbrook Ln
Mobile, AL 36693-4932

Mobile County
205 Government St
Mobile, AL 36644-1001

Marvin & Andrew Thompson
4308 Halls Mill Rd
Mobile, AL 36693

Persons Development & Construction Services, LLC
4474 Halls Mill Rd
Mobile, AL 36693-5622

Sunny Cove, LLC
7211 Oak Trail Ct
Mobile, AL 36619

Patrick & Kathy Copeland
4457 Halls Mill Rd
Mobile, AL 36693-719

Shorty Mac, LLC
4465 Halls Mill Rd
Mobile, AL 36693-5623

Greg Fowler
50 Kingswood Dr W
Mobile, AL 36608-2816

Board of School Commission
Attn: Facilities Department
P.O. Box 180069
Mobile, AL 36618

William & Amanda Webb
4401 Birchwood Dr E
Mobile, AL 36693

Jeremey Gaston
4369 Birchwood Dr E
Mobile, AL 36693-4917

Bradley Graham
4367 Birchwood Dr
Mobile, AL 36606

Bobby & Cynthia Daffin
4382 Fathbrooke Ln
Mobile, AL 36693

Ann Hatch
4384 Fathbrook Ln
Mobile, AL 36693-4931

John Breedlove
4386 Fathbrook Ln
Mobile, AL 36693-4931

Paul Stilwell & Rebecca Dawn
4381 Fathbrook Ln
Mobile, AL 36693

Daryoush Bayatpour
6455 Maryknoll Dr
Mobile, AL 36695

Linda Northrup
4377 Fathbrook Ln
Mobile, AL 36609-4932

Tiffany Driver
4380 Fathbrook Ln
Mobile, AL 36693

Russell Investments, LLC
5500 Plantation Rd
Theodore, AL 36582-1702

Mill Run NRG, LLC
11810 Grand Park Ave
Suite 600
North Bethesda, MD 20852-8679

First Independent Southern Methodist Church of Mobile
4410 E Birchwood Dr
Mobile, AL 36609

Byron Cobb
4407 Birchwood Dr E
Mobile, AL 36693-4948

Charles & Ethelyon Goodall
4405 Birchwood Dr E
Mobile, AL 36693-4948

Ann Trim
4403 Birchwood Dr E
Mobile, AL 36693-4919

Rowe Engineering & Surveying
3502 Laughlin Drive, Suite B
Mobile, AL 36693

Agenda Item # 9

SUB-002813-2024 & MOD-002814-2024

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4464 & 4474 Halls Mill Road

Subdivision Name:
First Addition to, Resubdivision of, Paul Persons Subdivision

Applicant / Agent:
Buddy Persons, Persons Development & Construction Services, LLC

Property Owner:
Buddy Persons dba Persons Development & Construction Services, LLC

Current Zoning:
B-3, Community Business Suburban District

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Upon approval

Proposal:
- Subdivision approval to create one (1) legal lot of record from two (2) legal lots of record.
- Modification of a previously approved Planned Unit Development allowing multiple buildings on multiple building sites with shared access and reduced landscaping.

Considerations:
1. Subdivision proposal with eleven (11) conditions; and
2. Modification of a previously approved Planned Unit Development with twenty-one (21) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 7
Exhibits 10

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial, industrial, and residential units.

APPLICATION NUMBER 9 DATE February 22, 2024

APPLICANT First Addition to, Resubdivision of, Paul Persons Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

SITE HISTORY

Since being annexed into the City of Mobile in 1956, the site was rezoned in 1997 by the City Council from R-1, Single-Family Residential District to B-3, Community Business District and a second time in 2007 to amend certain conditions of the 1997 rezoning.

The site has been before the Planning Commission several times for various Subdivisions and Planned Unit Developments (PUD). Most recently, the subject site was before the Planning Commission at its January 7, 2021 meeting to create one (1) legal lot from two (2) existing legal lots by incorporating "Parcel 1" on the Preliminary Plat into Paul Persons Subdivision, and to amend a previously approved PUD to allow for the expansion of an existing parking lot onto the newly incorporated western portion of the lot. Shortly thereafter, in March 2021 a second PUD request was approved by the Commission to amend the January site plan to increase the size of the proposed parking lot expansion, and to provide a 100-foot minimum building setback line for this portion of the lot to accommodate compliance with front landscape area and tree planting requirements.

The 2021 Subdivision was allowed to expire in January 2022. However, the March 2021 PUD received a one (1) year extension of approval and was subsequently developed in accordance with the approved site plan. As such, this application seeks to officially create one (1) legal lot from one (1) legal lot and one (1) metes-and-bounds parcel by incorporating "Parcel 1" on the Preliminary Plat into Paul Persons Subdivision, and to modify the previously approved PUD allowing multiple buildings on multiple building sites with shared access and reduced landscaping to reflect the change resulting from the Subdivision request.

There have been no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision (SUB-0002813-2024)

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

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 subdivision boundary.
C. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
D. Revise NOTES #9 from "Lot A-1 – NONE." To "Lot A-1 – 2,300 sf."
E. Revise NOTES #12 from "All proposed..." to "All existing and proposed...".
F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development Modification (MOD-002814-2024)

a. Retain NOTES #7 - #12, as shown on the PUD drawing SHEET 1.

Traffic Engineering Comments:

Site is limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by ALDOT (where applicable) and 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 commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The purpose of this subdivision request is to create one (1) legal lot of record from one (1) legal lot and one (1) metes-and-bounds parcel. The site is served by public water and sanitary sewer.

Proposed Lot A-1 has frontage along Halls Mill Road, a Minor Arterial requiring a 70-foot right-of-way. The Preliminary Plat illustrates dedication sufficient to provide 35 feet from the centerline of Halls Mill Road, as such, no additional dedication is required. If approved, this should be retained on the Final Plat.

As proposed, Lot A-1 will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-3, Community Business Suburban District. The Lot is labeled with its size in both square feet and acres on the Preliminary Plat. If approved, this information should be retained on the Final Plat, or a table should be provided on the Final Plat with the same information.

A note on the plat recorded in 2008 prohibited the future subdivision of Lots A, B and C. According to the 2008 staff report, this was due to the fact that the lots exceeded the width to depth ratio of Section V.D.3. of the Subdivision Regulations. As the proposal at hand will increase the size of Lot A and, consequently, reduce the width to depth ratio issue for the new lot, it is recommended that the condition from 2008 be waived for proposed Lot A-1.

As illustrated, proposed Lot A-1 has a 25-foot minimum building setback line along 109± feet of Halls Mill Road and a 100-foot minimum building setback line along the remainder of its frontage. This abnormal setback was carried over from a previous revision to the PUD to allow for landscaped area north of the existing parking lot to comply with frontage tree planting requirements. However, Article 2 Section 64-2-14 of the UDC only requires a 25-foot minimum building setback along all frontages. As such, if approved, the Final Plat should be revised to illustrate a compliant 25-foot minimum building setback along the entirety of the frontage for Lot A-1. Doing so

means the site may no longer comply with front lot landscaping and tree requirements, but the Planning Commission may consider approving a waiver of these requirements as part of the PUD request.

The Preliminary Plat illustrates multiple easements on the site. These easements should be retained on the Final Plat, if approved, with provision of a note stating that no structure shall be constructed in any easement without permission of the easement holder.

Planned Unit Development Modification

A detailed description of the proposed Modification request is available via the link on Page 1 of this report. In summary, this application seeks to modify lot lines and add two (2) additional structures to Lot A-1 of the existing PUD.

The site plan depicts new development of a portion of Lot A-1 of First Addition to, Resubdivision of, Paul Persons Subdivision for the purposes of expanding the existing use of a contracting business with storage yard. One (1) 7,200 square-foot building is proposed, as well as a 6,598± square-foot pole barn, along with a concrete sidewalk connecting the new building to existing parking.

It should be noted that the proposed use of a contracting business with storage yard is not allowed by right in B-3 zoning districts. The existing development on the West half of Lot A-1 as well as Lots B and C are permitted to operate this use through a Use Variance approved by the Board of Zoning Adjustment in 2011. As Variances are site plan specific, prior to submittal of development permits for the proposed structures, the applicant must apply for a new Use Variance to amend the previously approved Variance to incorporate the entirety of Lot A-1.

The site plan reflects the changes proposed by the Subdivision request and illustrates the existing buildings and parking facilities, as well as proposed buildings and parking facilities. The applicant states in their justification of the request that the preliminary PUD site plan has been designed under the previous Zoning Ordinance standards. It should be noted, however, that as the proposed development (East half of proposed Lot A-1) was not included in any previous PUD approval, the new development must be designed in compliance with current standards as detailed in the Unified Development Code (UDC).

The new development proposed for Lot A-1 constitutes an increase in gross floor area greater than 50% of presently existing structures. As such, if approved, upon development of the site all of Lot A-1 will be required to be brought into compliance with current UDC Landscaping & Tree standards. Placement of a note on the Final PUD Site Plan stating as much and revision of the Final PUD Site Plan to remove the Tree Planting and Landscaping data as it is currently depicted, should be required.

No new tree plantings are proposed and it is unclear if the existing trees located on Lot A-1 are compliant with current UDC standards. A tree and landscape area plan for Lot A-1 will be required at the time of permitting, and must illustrate full compliance with Section 64-3-7 of the UDC.

It should be noted that maintenance of all tree plantings and landscape area is the responsibility of the property owner. As such, the property owner is required to sign the tree and landscape plan acknowledging these requirements; or, the applicant may submit a notarized letter signed by the property owner with the same information.

It should be noted that as this is a PUD, the Planning Commission has the flexibility to allow some modifications to the normal requirements, as long as the overall PUD site complies with the general intent of the UDC. Alternatively, per Article 3 Section 64-3-7.B. of the UDC, the applicant may request a Review for Alternative

Compliance, which has the potential to provide relief from Landscaping and Tree standards under certain conditions.

It is important to note that upon development of Lot A-1, zoning compliance for the PUD site will be split between the previous Zoning Ordinance and the Unified Development Code. As they are already developed, Lots B and C will fall under the previous Zoning Ordinance until such time re-development necessitates compliance with current standards. However, Lot A-1 must be developed to current standards. As such, the Final PUD Site Plan should be revised such that notes referencing sections from the previous Zoning Ordinance are updated to their corresponding Sections in the Unified Development Code.

Off-street parking, tree planting, and landscaping is illustrated and calculations provided, however, the calculations were performed using the previous Zoning Ordinance. The Final PUD Site Plan should be revised to remove parking calculations and data as they are currently depicted, and provision of a note stating that all proposed and future development must comply with current code requirements should be required.

Two (2) bicycle parking spaces are required and must meet the standards of Section 64-3-12.A.9. Compliance with these requirements should be illustrated on a revised site plan.

Additionally, two (2) small off-street loading space are required per Section 64-3-12.B. and should be illustrated on the revised site plan.

No pedestrian walkway is illustrated connecting the building to a public sidewalk. The site needs to meet the pedestrian walkway requirements of Section 64-3-3 of Article 3 of the UDC.

No elevation drawings were provided as part of this application, but it should be noted that the proposed building will need to include at least one feature from each of the following design categories, the details of which are found in Section 64-3-6 of Article 3 of the UDC: 1) Site Frontage; 2) Building Form – Height; 3) Building Form – Wall; and, 4) Architectural Feature.

The site plan illustrates a proposed 10-foot protection buffer where Lot A-1 abuts neighboring R-1, Single-Family Residential property. It should be noted that Section 64-3-8 of the UDC requires the 10-foot wide protection buffer to include both a wall or fence and screen planting where a B-3 zoned site abuts residential districts or a residentially used building site. As such, the Final PUD Site Plan should be revised to include a note stating as such.

An existing dumpster enclosure is illustrated on the site plan. Nevertheless, a note should be placed on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC.

The site plan illustrates multiple easements on the subject site. These easements should be retained on the Final PUD Site Plan, if approved, with provision of a note stating that no structure shall be constructed in any easement without permission of the easement holder.

No signage is depicted on the site plan, and no information regarding signage was provided to staff for review. All proposed signage for the site requires separate reviews by, and permits from, the Planning and Zoning Department. Illuminated signage also requires its design and construction to be completed by a licensed and bonded sign contractor, along with additional Electrical Permits from the Permitting Department.

Any future development or redevelopment of the lot may require additional modification of the PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on a revised site plan.

A revised Modified Planned Unit Development site plan should be submitted to and approved by Planning and Zoning prior to recording the plan in Probate Court, as required by Section 64-5-8-B.2(f).

SUBDIVISION CONSIDERATIONS

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:

If the Planning Commission considers approving the Subdivision request, the following conditions should apply:

1. Retention of the right-of-way widths along Halls Mill Road;
2. Depiction of the right-of-way label for Halls Mill Road 35-feet from the centerline;
3. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information;
4. Revision of the Final Plat to illustrate a compliant 25-foot minimum front building setback along the entirety of Lot A-1, as required by Section 64-2-14.E of the Unified Development Code;
5. Retention of all easements, as illustrated, on the Final Plat;
6. Provision of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
7. Retention of a note on the Final Plat stating that there shall be no future subdivision of Lot A-1 to create additional lots;
8. Compliance with all Engineering comments noted in this staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
10. Compliance with all Urban Forestry comments noted in this staff report; and,
11. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.2(b)(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

> Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:
>
> a. Is consistent with all applicable requirements of this Chapter;

b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

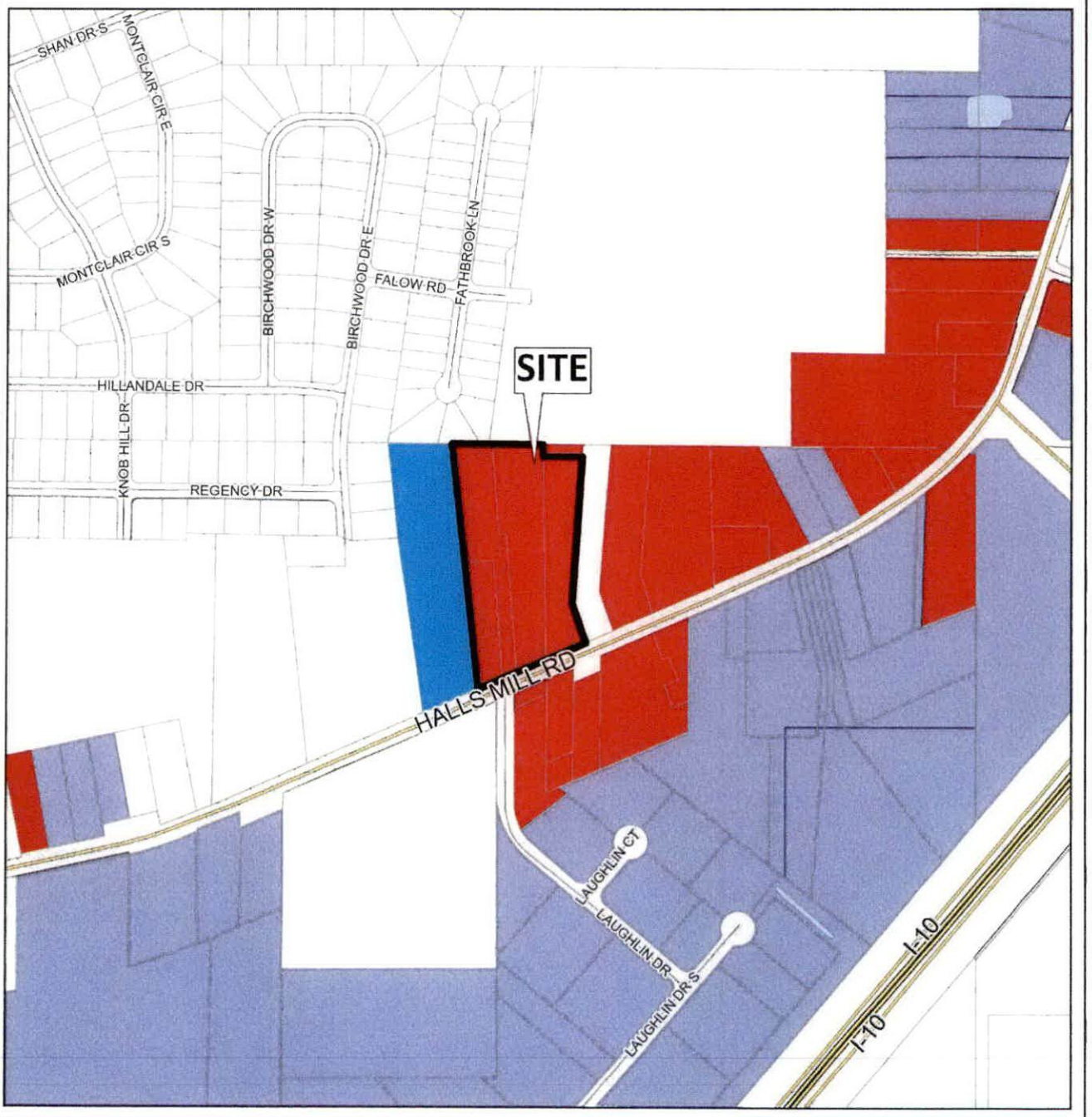
Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development, the following conditions should apply:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Completion of the Use Variance process to amend a previously approved Use Variance, prior to issuance of development permits;
3. Placement of a note on the Final PUD Site Plan stating that, upon development of the site, as proposed, the entirety of Lot A-1 must comply with current UDC Landscaping & Tree standards as detailed in Article 3 Section 64-3-7 of the Unified Development Code;
4. Revision of the Final PUD Site Plan to remove Tree Planting, Landscaping, and Parking data and calculations as they are currently depicted;
5. Provision of a note stating that all proposed and future development must comply with current UDC requirements;
6. Revision of the Final PUD Site Plan such that notes referencing sections from the previous Zoning Ordinance are updated to their corresponding Sections in the Unified Development Code;
7. Revision of the site plan to illustrate compliance with the bicycle parking standards of Section 64-3-12.A.9;
8. Revision of the site plan to illustrate compliance with the off-street loading facilities standards of Section 64-3-12.B;
9. Revision of the site plan to illustrate compliance with the on-site pedestrian safety standards of Section 64-3-3;
10. Provision of a revised tree and landscape plan at the time of permitting illustrating compliance with the City Council's decision, or in compliance with Section 64-3-7;
11. Provision of a note on the site plan stating any dumpster placed on the property must meet the enclosure and placement standards of Section 64-3-13.A.4. of the UDC;
12. Provision of a note on the site plan stating that all proposed and future protection buffers must comply with Section 64-3-8 of the UDC;
13. Retention of all easements, as illustrated;
14. Provision of a note on the site plan stating no structures shall be constructed in any easement without permission from the easement holder;

15. Provision of a note on the site plan stating future development or redevelopment of the site may require additional modification of the PUD to be reviewed and approved by the Planning Commission and City Council;
16. Compliance with all Engineering comments noted in this staff report;
17. Compliance with all Traffic Engineering comments noted in this staff report;
18. Compliance with all Urban Forestry comments noted in this staff report;
19. Compliance with all Fire Department comments noted in this staff report;
20. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
21. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE February 22, 2024

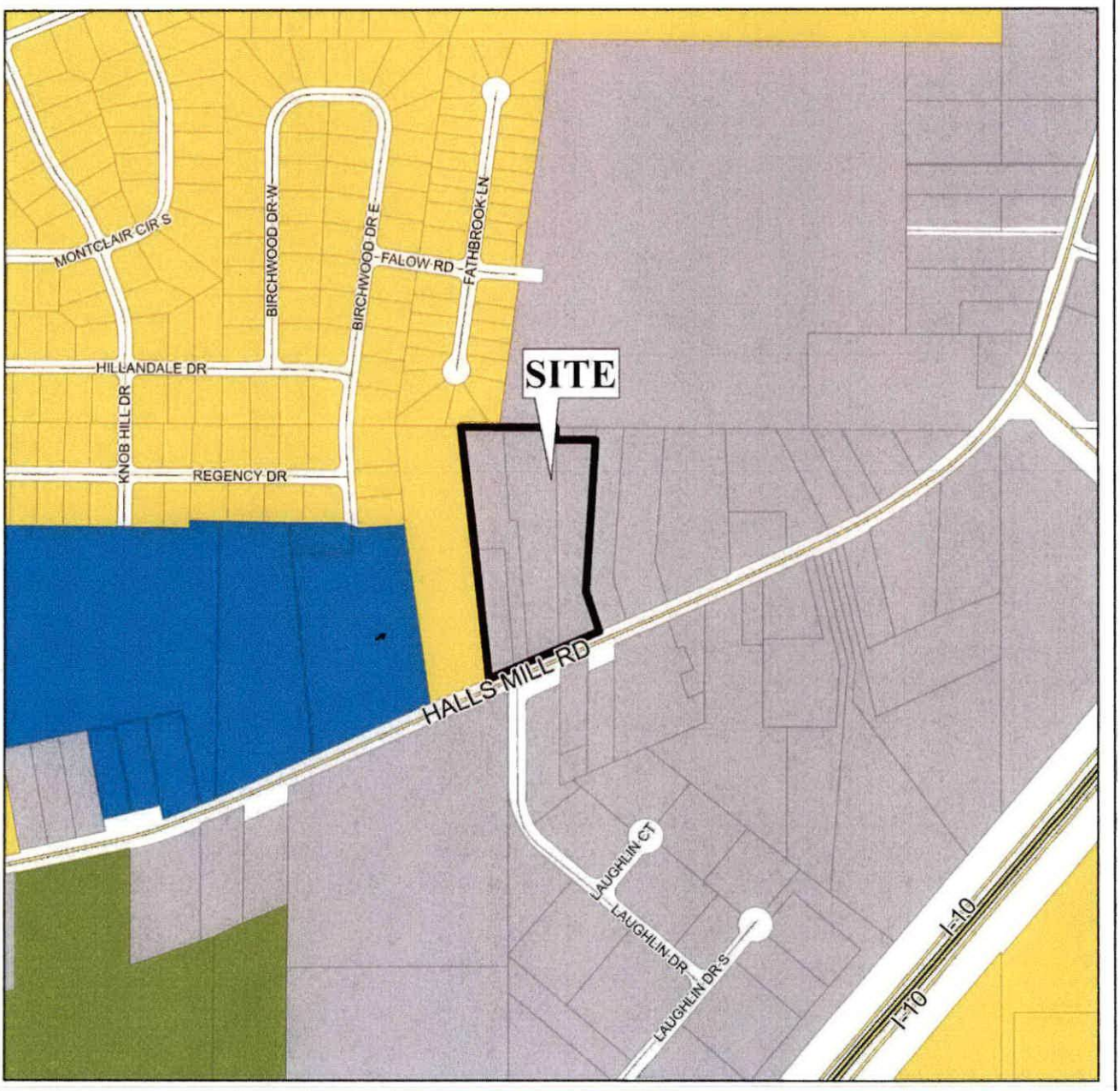
APPLICANT First Addition to, Resubdivision of, Paul Persons Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE February 22, 2024

APPLICANT First Addition to, Resubdivision of, Paul Persons Subdivision

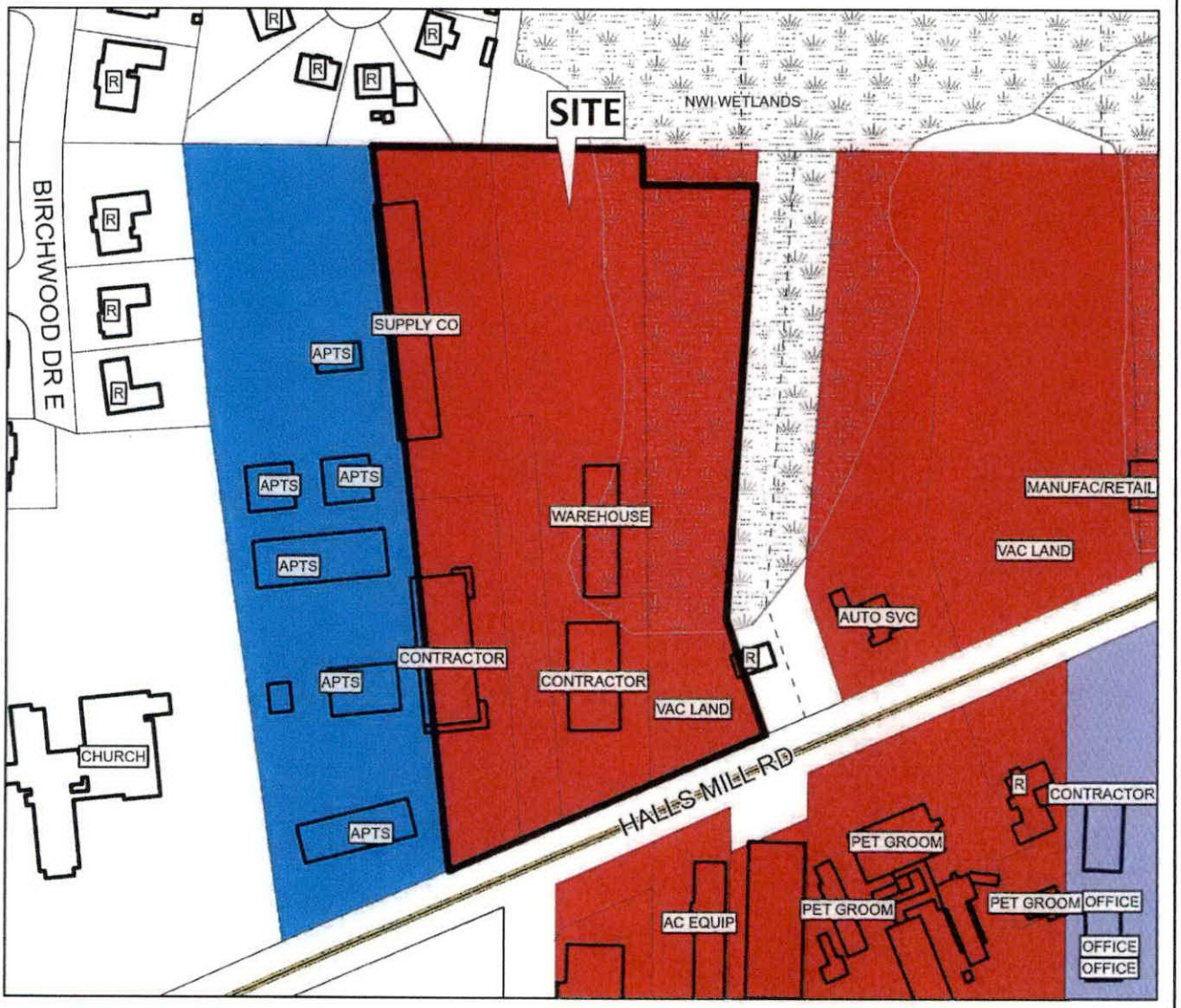
REQUEST Subdivision, PUD Modification

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, industrial, and residential units.

APPLICATION NUMBER 9 DATE February 22, 2024

APPLICANT First Addition to, Resubdivision of, Paul Persons Subdivision

REQUEST Subdivision, PUD Modification

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



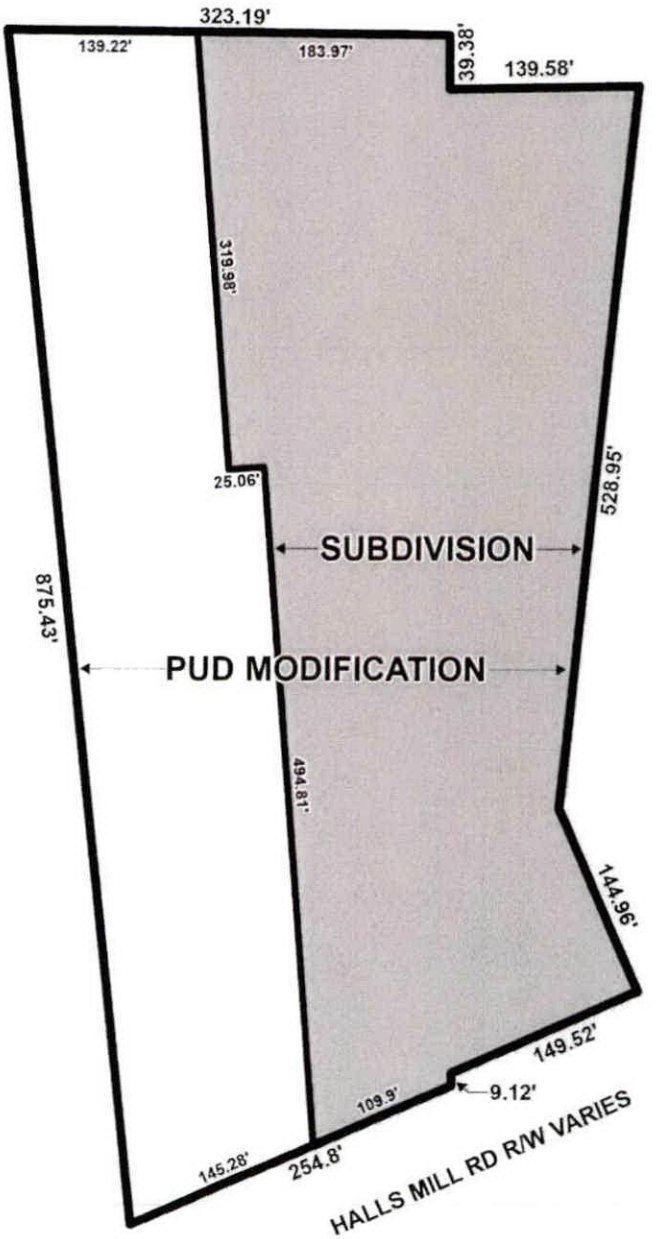
The site plan illustrates the proposed subdivision, proposed buildings, proposed parking, existing buildings, existing parking, and reduced landscaping.

APPLICATION NUMBER	9	DATE	February 22, 2024
APPLICANT	First Addition to, Resubdivision of, Paul Persons Subdivision		
REQUEST	Subdivision, PUD Modification		

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NTS

DETAIL SITE PLAN



APPLICATION NUMBER 9 DATE February 22, 2024

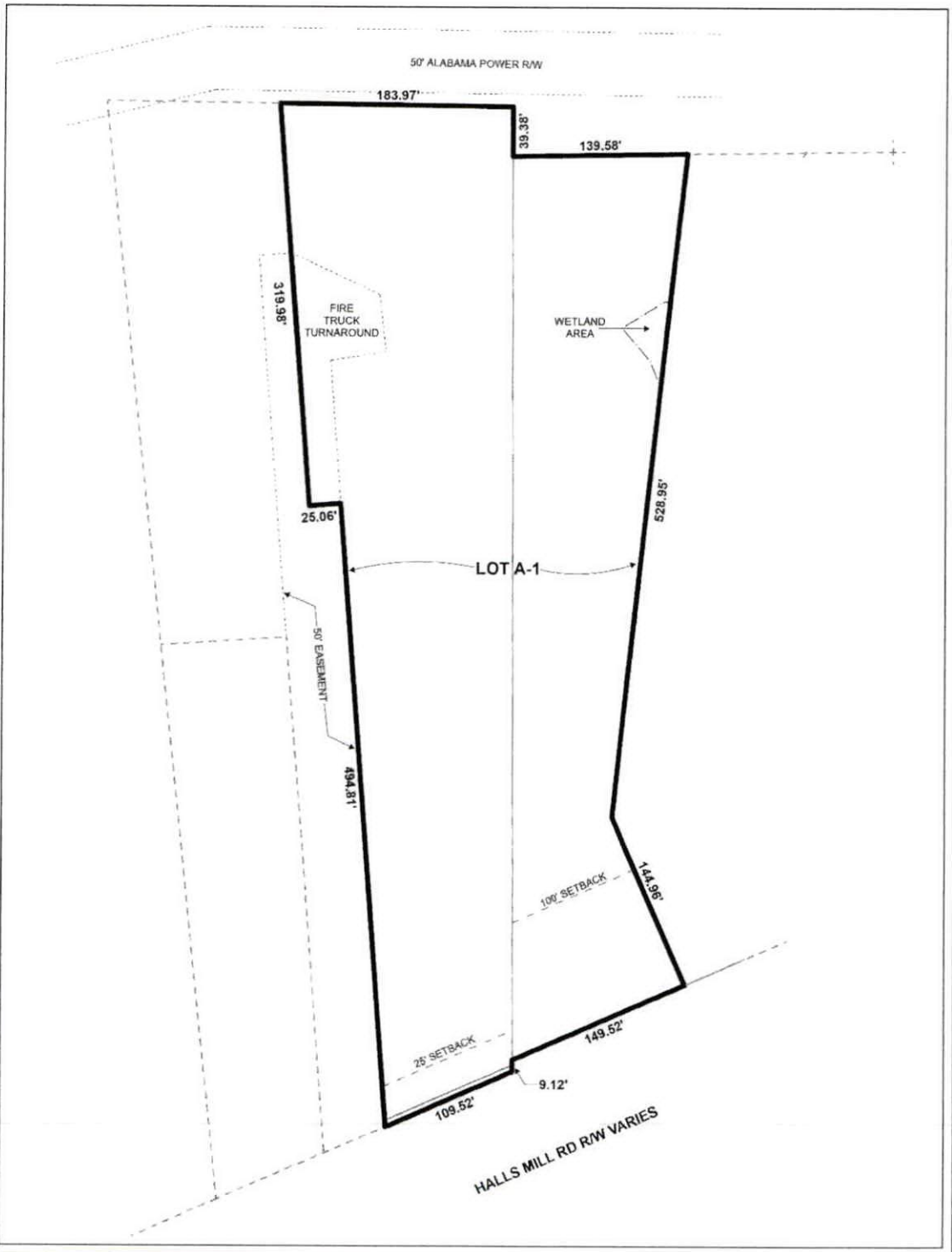
APPLICANT First Addition to, Resubdivision of, Paul Persons Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 9 DATE February 22, 2024

APPLICANT First Addition to, Resubdivision of, Paul Persons Subdivision

REQUEST Subdivision, PUD Modification

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)

LIGHT INDUSTRY (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns; building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to various vendors for 51 items of medical equipment to be purchased as needed by MFRD. Prices good through 20 Dec 2024 months, renewable for three additional 8 month periods.

General Fund.

Amount of Contract:

N/A, as needed at item-based pricing.

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240530 Medical Agenda Package Bids	Cover Memo	5/30/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/30/2024 - 2:38 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5881	Medical Equipment	51	See bid tab	Through 20 DEC 2024, then renewable for three additional eight-month periods	Various, see bid tabulation

Adopted:

_____

City Clerk

LINE #	ITEM	DESCRIPTION	BOUNDTREE (BT)	DIXIE EMS	HENRY SCHEIN (HS)	LIFE-ASSIST (LA)	MED-X SURGICAL DISTRIBUTION	MEDICAL SUPPLIES DEPOT (MSD)	MEDLINE INDUSTRIES (ML)	PORT CITY MEDICAL (PCM)	QUADMED, INC	SCHOOL HEALTH CORP (SH)	SUPREME MEDICAL (SM)
			Price/ UOM	Price/ UOM	Price/ UOM	Price/ UOM	Price/ UOM	Price/ UOM	Price/ UOM	Price/ UOM	Price/ UOM	Price/ UOM	Price/ UOM
1	4622	SCISSORS EMT, STAINLESS STEEL, AMERICAN DIAGNOSTIC (ADC) MEDICUT, 7 1/4", #320NY, NEON YELLOW HANDLE, OR EQUAL	2.14 EACH BT ITEM # 4000058	1.25 EACH DIXIE 101807	.62 EACH HS ITEM #7004488 DYRAREX 4187	2.36 EACH LA ITEM # IN001-YEL	56.55 BOX/50	2.94 EACH	3.76 EACH ML ITEM # ADC320NY	3.91 EACH	0.97 EACH	1.38 EACH SH ITEM # 36232	NB
2	6871	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, ADULT, ADC #760-11ABK, NO SUBS.	17.99 EACH CT ITEM # 170760	25.00 EACH	16.61 EACH HS ITEM # 4990739	19.76 EACH LA ITEM # ADC_760-11ABK	NB	20.15 EACH	23.96 EACH ML ITEM # ADC76011ABK	22.87 EACH	23.41 EACH	NB	NB
3	6878	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, PEDIATRIC, (CHILD) ADC #760-9CBK, NO SUBS.	17.99 EACH BT ITEM # 170763	25.00 EACH	16.61 EACH HS ITEM # 4997943	19.76 EACH LA ITEM # ADC_760-9CBK	NB	20.15 EACH	24.48 EACH ML ITEM # ADC7609CBK	19.98 EACH	24.33 EACH	NB	NB
4	6893	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, THIGH, ADC #760-13TBK, NO SUBS.	24.69 EACH BT ITEM # 760TLF	34.00 EACH	23.00 EACH HS ITEM # 4260014	27.38 EACH LA ITEM # ADC_760-13TBK	NB	27.94 EACH	33.68 EACH ML ITEM # ADC76013TBK	34.10 EACH	39.44 EACH	NB	NB
5	6915	ALCOHOL PREP PADS, STERILE, MEDIUM, 2-PLY, 70% ISOPROPYL ALCOHOL, MEDLINE, 200/BOX. - NO SUBS.	1.59 BOX BT ITEM # 1330-85300	2.54 BOX MDS0907352	1.15 BOX HS ITEM # 5702219 600-8520	1.80 BOX LA ITEM # AL1007	2.99 BOX/200 SUB - DYNAREX 1113	2.40 BOX MEDLINE # CUR45581	1.44 BOX ML ITEM # MDS090735Z	NB	1.51 BOX	2.79 BOX SH ITEM # 10404	NB
6	6944	OB KITS, 12 EACH/CASE.	98.28 DOZ BT ITEM # 540-1727EA-A	66.00 DOZ EVR629202	57.96 DOZ (4.83 EA DICK MEDICAL) HS ITEM # 7022902	80.40 DOZ LA ITEM # KT500LF (SOLD AS EACH OR BOX/10) (PRICED AS REQUESTED)	91.00 DOZ 10/CS DYNAREX 4902	68.00 DOZ DYNAREX # 4901 10/CS	150.37 DOZ ML ITEM # DYMEMS1000	94.12 DOZ	120.87 DOZ	122.40 DOZ SH ITEM # 90385	70.59 CS/10 DYX-4902
7	9682	BAG, EMESIS, SICKNESS CLEAN UP, CLEAN SACK, GRADUATED MARKING TO MEASURE OZ. AND CC/ML, BLUE IN COLOR, MEDLINE, MEDLINE #NON80328, 144/CASE - OR EQUAL TO	4312.80 CASE BT ITEM # 1071-19168	77.00 CASE	32.10 CASE HS ITEM # 5701178	57.60 CASE LA ITEM # PA3933 (SOLD AS BOX/25 OR CASE/100) (PRICED AS REQUESTED)	97.24 CS/144 DYNAREX 4707	119.00 CASE	51.89 CASE ML ITEM # NON80328	NB	74.70 CASE	15.03 PK/24 SH ITEM # 10391	72.94 CS/50 DYX-4704

8	13614	CATHETER IV, 24 GAUGE X 3/4". STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252500, NO SUB.	368.00 CASE BT ITEM # 602500	340.00 CASE	342.00 CASE HS ITEM # 5070341	323.00 CASE LA ITEM # IT2500	NB	419.00 CASE	348.96 CASE ML ITEM # BMG4252500	381.00 CASE	480.00 CASE	NB	465.91 CASE
9	13615	CATHETER IV, 22 GAUGE X 1", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252519, NO SUB.	368.00 CASE BT ITEM # 602519	340.00 CASE	342.00 CASE HS ITEM # 507031	323.00 CASE LA ITEM # IT2519	NB	389.00 CASE	348.96 CASE ML ITEM # BMG4252519	381.00 CASE	335.29 CASE	NB	432.26 CASE
10	13616	CATHETER IV, 20 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252535, NO SUB.	368.00 CASE BT ITEM # 602535	340.00 CASE	342.00 CASE HS ITEM # 5070313	323.00 CASE LA ITEM # IT2535	NB	351.00 CASE (LOCAL VENDOR)	348.96 CASE ML ITEM # BMG 4252535	381.00 CASE	400.00 CASE	NB	389.03 CASE
11	13617	CATHETER IV, 18 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252560, NO SUB.	368.00 CASE BT ITEM # 602560	340.00 CASE	342.00 CASE HS ITEM # 9866186	323.00 CASE LA ITEM # IT2560	NB	351.00 CASE (LOCAL VENDOR)	348.96 CASE ML ITEM # BMG4252560	381.00 CASE	400.00 CASE	NB	389.03 CASE
12	13618	CATHETER IV, 16 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252586, NO SUB.	368.00 CASE BT ITEM # 602586	340.00 CASE	342.00 CASE HS ITEM # 5070660	323.00 CASE LA ITEM # IT2586	NB	389.00 CASE	348.96 CASE ML ITEM # BMG4252586	381.00 CASE	395.00 CASE	NB	432.26 CASE
13	13624	STRIPS BLOOD GLUCOSE AND KETONE MONITORING STRIPS, 50/BOX, 12 BOXES/CASE, ABBOTT MEDI-SENSE PRECISION XTRA BLOOD GLUCOSE STRIPS #99695-35, NO SUB.	5214.00 CASE BT ITEM # 7493	NO BID	232.92 CASE HS ITEM # 8404732/9983865	375.00 CASE SUB - ABBOT DIABETES LA ITEM # ABB2_99838	NB	289.00 CASE	81.71 CASE ML ITEM # MIS99838Z	NB	NB	NB	NB
14	13627	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 250 ML BAG, 24/CASE, BRAND OR MANUFACTURER MAY BE BRAUN OR BAXTER, OR HOSPIRA, THESE BRANDS ONLY, NO SUBS.	69.36 CASE BT ITEM # 358002	86.00 CASE L8002	82.08 CASE HS ITEM # 5078002 BRAUN L8002	90.00 CASE HOSPIRA SL7983 02	NB	74.00 CASE B BRAUN # L8002	61.18 CASE ML ITEM # BMGL8002	105.00 CASE	NB	97.92 EACH SH ITEM # 103438	81.04 CASE SM ITEM # BB L8002
15	16044	IV EXTENSION SET WITH AMSAFE INJECTION SITE, NEEDLELESS INJECTION SITE, LATEX FREE, 100 PER CASE, AMSINO IV EXTENSION #AE3108, NO SUBS.	162.00 CASE BT ITEM # C944304	102.00 CASE	93.92 CASE HS ITEM # 4996066	108.00 CASE LA ITEM # IV3108	NB	168.95 CASE	197.75 CASE ML ITEM # XAPAE3108	163.00 CASE	94.12 CASE	NB	194.51 CASE
16	16055	ET TUBE INTRODUCER, BOUGIE-TO-GO, ADULT WITH COUDE TIP, 15FR, 60MM, 10/BOX, NO SUBS.	42.90 CASE BT ITEM # 2120-21282 (AIRLIFE)	63.00 CASE SUNMED 9021282	47.90 CASE SUNMED 9-0212-82 HS ITEM # 7000566	84.40 CASE LA ITEM # AC21282	NB	94.00 CASE SUNMED # 9-0212-82 10/BX	83.13 CASE ML ITEM # SMI9021282	94.00 CASE	76.27 CASE	NB	42.35 CS/100 DYX - 36261 - (SUB?)
17	16147	DRESSING, SAM CHEST SEAL DRESSING, 9.2" X 7.6", DESIGNED FOR OPEN CHEST WOUNDS, LARGE COVERAGE AREA, 2 DRESSINGS PER PACK (NON-VALVE VERSION), LATEX FREE, TRANSPARENT, 5" X 9" PAD. NO SUBS.	43.00 CASE BT ITEM # 1216-01103	23.00 PACK CS201EN	21.27 PACK HS ITEM # 7021650	21.90 PACK LA ITEM # SAM_CS062011 (SOLD AS CASE/50) (PRICED AS REQUESTED)	NB	NB	22.50 PACK ML ITEM # SVMCS201ENH	NB	1084.34 PACK	NB	NB

18	16171	DRESSING: MULTI-TRAUMA DRESSING, 12" X 30", ONE STERILE DRESSING PER POUCH, LATEX-FREE; 50 PER CASE, DYNAREX, OR EQUAL TO .	59.50 CASE BT ITEM # 1211-53150	39.00 CASE EVER READY 1000003	35.00 CASE HS ITEM # 7438027/DUKAL 305 SOLD $0.70EA OR $17.50 25/CS	47.50 CASE LA ITEM # BA3050 (SOLD AS EACH OR CASE/25) (PRICED AS REQUESTED)	78.65 CS/50 DYNAREX 3532	54.00 CASE DYNAREX # 3532	37.85 CASE ML ITEM # NON21459	NB	42.77 CASE	NB	59.41 DYX-3532
19	16174	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, INFANT, ADC #760-71BK, NO SUBS.	NO BID	25.00 EACH	16.61 EACH HS ITEM # 4997940	19.76 EACH LA ITEM # ADC_760-71BK	NB	19.95 EACH	24.88 EACH ML ITEM # ADC76071BK	NB	41.32 EACH	NB	NB
20	16183	BITE BLOCK - TONGUE DEPRESSOR, UNBREAKABLE, ONE PIECE, EACH PACKAGED IN SANITARY BAG.	0.01 EACH BT ITEM # 1410-04311	.54 EACH GRAHAM FIELD 3789	.29 EACH (2.90 SOLD 10/PK) HS ITEM # 6675231 UPC 4010T ADC	0.03 EACH LA ITEM # BA3090 (SOLD AS BOX/100) (PRICED AS REQUESTED)	NB	0.99 EACH SAGE # 4000	0.45 EACH ML ITEM # SZY454101	NB	4.29 EACH	NB	NB
21	16242	SEAL DRAW TIGHT, RED, AVERAGE BREAKING STRENGTH 15 LB PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7951, NO SUBS.	16.09 PK/100 BT ITEM # 8120	18.90 PACK	19.57 PACK HS ITEM # 4999196	20.00 PACK LA ITEM # ID7951	NB	NB	25.81 PACK ML ITEM # HCL7951	NB	NB	NB	NB
22	16243	SEAL DRAW TIGHT, YELLOW, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG., 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7952, NO SUBS.	16.09 PK/100 BT ITEM # 8121	18.90 PACK	20.12 PACK HS ITEM # 2100823	20.00 PACK LA ITEM # ID7952	NB	NB	27.71 PACK ML ITEM # HCL7952	NB	NB	NB	NB
23	16250	LUBRICANT STERILE LUBRICATING JELLY, FOIL PACK, 2.7 GRAM, MEDLINE, 144.BOX. OR EQUAL	4.19 BOX BT ITEM # 1340-27000	6.00 BOX EVER READY EVRLJ3G	4.98 BOX (DUKAL 877) HS ITEM # 6814041	6.80 BOX SUB - DYNAREX LA ITEM # BJ8999	7.89 BOX/144 DYNAREX 1250	5.69 BOX MSD ITEM # P903100	5.35 BOX ML ITEM # MDS032273H	NB	5.69 BOX	6.95 BOX SH ITEM # 43055	6.39 BOX DYX 1250
24	16251	PADS ABDOMINAL, ABD PADS, STERILE, LATEX FREE, 5" X 9", MEDLINE, 25/BOX	2.59 BOX BT ITEM # 121-12110	2.25 BOX EVER READY 1000025	2.36 BOX HS ITEM # 5701470	2.50 BOX SUB - DUKAL LA ITEM # BA5590	3.32 BOX/20 DYNAREX 3501	2.64 BOX HARTMANN # 48700000	2.38 BOX ML ITEM # NON21450H	NB	2.29 BOX	8.88 BOX SH ITEM # 27394	2.32 BX/20 DYX-3501
25	16252	BANDAGES CURITY ADHESIVE, FLEXIBLE, 2" X 3 1/2", 50/BOX KENDALL HEALTHCARE, PRODUCT #44102, OR EQUAL	1.79 BOX BT ITEM # 1122-10044	4.18 BOX DYN3614	6.43 BOX HS ITEM # 8900123	4.95 BOX SUB - MEDLINE LA ITEM # BA25524	3.75 BOX/50 DYNAREX 3634	5.89 BOX	8.90 BOX ML ITEM # KDL44102Z	5.18 BOX	4.13 BOX	3.90 BOX (2"X4") SH ITEM # 32120	4.18 BOX DYX 3614

26	16305	NEBULIZER SMALL VOLUME NEBULIZERS MICRO MIST, CONTAINS: NEBULIZER, TEE, MOUTHPIECE, RESERVOIR TUBE, 7' TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1883, INDIVIDUALLY PACKAGED, 50/CASE.	30.00 CASE BT ITEM #411880	52.00 CASE	38.50 CASE (MEDSOURCE MS-22883) HS ITEM # 4999867	41.00 CASE LA ITEM @ OM1883	66.30 CS/50 DYNAREX 34106	36.75 CASE	33.65 CASE ML ITEM # HCS4483	62.00 CASE	52.41 CASE	NB	42.24 DYX-34105
27	16380	SPLINT SAM SPLINT, XL, 5.5" X 36", WATERPROOF, REUSABLE, FLATFOLD, RADIOLUCENT SAM MEDICAL PRODUCTS #SP1121XL, 32 PER CASE, OR EQUAL	556.80 CASE BT ITEM # 3014-41514	442.00 CASE 60 CT SP508-OB-EN	229.76 CASE (7.18 EA) HS ITEM # 4630952	234.88 CASE LA ITEM # SS4200-ORG (SOLD AS EACH OR CASE/60)(PRICE D AS REQUESTED)	305.50 CS/50 DYNAREX 3529	669.00 (60/CS) MSD ITEM # SP5080BEN	492.97 CASE ML ITEM # SVMSP508OB EN	NB	801.67 CASE	14.02 EACH SH ITEM # 20295	264.71 CS/50 DYX-3529
28	16409	GAUZE BANDAGE, STERILE, LATEX FREE, BULKEE II, 4.5" X 4.1 YARDS, MEDLINE #NON25865, 100/CASE. - NO SUBS	28.02 CASE BT ITEM # 085498	138.00 CASE	118.53 CASE HS ITEM # 1154551	150.00 CASE LA ITEM # BA25865	NB	116.00 CASE	51.60 CASE ML ITEM # NON25865	NB	146.75 CASE	3.39 EACH SH ITEM # 27022	NB
29	16410	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 20 FR, 10/BOX.	29.58 BOX BT ITEM # 023120	18.00 BOX RUSCH 123120	19.50 BOX (MEDSOURCE (MS)-23950) HS ITEM # 7001572	17.90 BOX LA ITEM # AB43950	37.05 BOX 10/CS DYNAREX 36275	19.98 BOX MSD ITEM # 36275	21.74 BOX ML ITEM # CPEMS23950	NB	19.52 BOX	NB	22.56 BOX DYX-36275
30	16411	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE INDIVIDUALLY PACKAGED, SIZE 22 FR, 10/BOX.	29.60 BOX BT ITEM # 023122	18.00 BOX RUSCH 123122	19.50 BOX (MS-23952) HS ITEM # 7001573	17.90 BOX LA ITEM # AB43952	37.05 BOX 10/CS DYNAREX 36276	19.98 BOX MSD ITEM # 36276	21.14 BOX ML ITEM # CPEMS23952	NB	19.52 BOX	NB	22.56 BOX DYX-36276
31	16412	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 24 FR, 10/BOX.	29.60 BOX BT ITEM # 023124	18.00 BOX RUSCH 123124	19.50 BOX (MS-23954) HS ITEM # 7001574	17.90 BOX LA ITEM # AB43954	37.05 BOX 10/CS DYNAREX 36277	19.98 BOX MSD ITEM # 36277	21.27 BOX ML ITEM # CPEMS23954	NB	19.52 BOX	NB	22.56 BOX DYX-36277
32	16414	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 28FR, 10/BOX.	29.60 BOX BT ITEM # 023128	18.00 BOX RUSCH 123128	19.50 BOX (MS-23958) HS ITEM # 7001576	17.90 BOX LA ITEM # AB43958	37.05 BOX 10/CS DYNAREX 36279	19.98 BOX MSD ITEM # 36279	20.76 BOX ML ITEM # CPEMS23958	NB	19.52 BOX	NB	22.56 BOX DYX-36279
33	16415	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 30 FR, 10/BOX.	29.60 BOX BT ITEM # 023130	18.00 BOX RUSCH 123130	19.50 BOX (MS-23960) HS ITEM # 7001577	17.90 BOX LA ITEM # AB43960	37.05 BOX 10/CS DYNAREX 36280	19.98 BOX MSD ITEM # 36280	21.59 BOX ML ITEM # CPEMS23960	NB	19.52 BOX	NB	22.56 BOX DYX-36280
34	16416	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 32FR, 10/BOX	29.60 BOX BT ITEM # 023132	18.00 BOX RUSCH 123132	19.50 BOX (MS-23962) HS ITEM # 7001578	17.90 BOX LA ITEM # AB43962	37.05 BOX 10/CS DYNAREX 36281	19.98 BOX MSD ITEM # 36281	21.54 BOX ML ITEM # CPEMS23962	NB	19.52 BOX	NB	22.56 BOX DYX-36281
35	16417	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 34FR, 10/BOX.	29.60 BOX BT ITEM # 023134	18.00 BOX RUSCH 123134	19.50 BOX (MS-23964) HS ITEM # 7001579	17.90 BOX LA ITEM # AB43964	37.05 BOX 10/CS DYNAREX 36282	19.98 BOX MSD ITEM # 36282	21.14 BOX ML ITEM # CPEMS23964	NB	19.52 BOX	NB	22.56 BOX DYX-36282

36	16418	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 36FR, 10/BOX.	29.60 BOX BT ITEM # 023136	18.00 BOX RUSCH 123136	19.50 BOX (MS-23966) HS ITEM # 7001580	17.90 BOX LA ITEM # AB43966	37.05 BOX 10/CS DYNAREX 36283	19.98 BOX MSD ITEM # 36283	21.53 BOX ML ITEM # CPEMS23966	NB	19.52 BOX	NB	22.56 BOX DYX-36283
37	16421	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 26 FR, 10/BOX.	29.60 BOX BT ITEM # 023126	18.00 BOX RUSCH 123126	19.50 BOX (MS-23956) HS ITEM # 7001575	17.90 BOX LA ITEM # AB43956	37.05 BOX 10/CS DYNAREX 36278	19.98 BOX MSD ITEM # 36278	20.56 BOX ML ITEM # CPEMS23956	NB	19.52 BOX	NB	22.56 BOX DYX-36278
38	16425	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 8 FRENCH, 50 PER CASE.	24.50 CASE BT ITEM # 5811-19B	13.00 CASE DYNAREX 32001	11.87 CASE AMSINO AS-362C HS ITEM# 1225265	14.00 CASE LA ITEM # OK3608	44.20 CS/50 DYNAREX 32051	16.55 CASE MSD ITEM # AS362C	16.04 CASE ML ITEM # XAPAS362C	NB	12.05 CASE	NB	12.20 CASE DYX-32001 (IN AL. +5%)
39	16432	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 40MM, SIZE 4, PINK 50 PER BAG, DYNAREX OR EQUAL.	7.00 BAG BT ITEM # 2010-34040	15.00 BAG RUSCH 121901	10.50 BAG SUNMED 1-1506-40 HS ITEM # 8570640	12.95 BAG LA ITEM # AA1901	22.10 BAG 10/BX DYNAREX 36315	22.75 CS/100 MSD ITEM # 36300	3.21 BAG ML ITEM # DYNJBERM40	NB	14.46 BAG	NB	25.61 CS/100 DYX-36300
40	16434	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 60MM, SIZE 6, BLACK 50 PER BAG, DYNAREX OR EQUAL.	7.00 BAG BT ITEM # 2010-34060	15.00 BAG RUSCH 121902	10.50 BAG SUNMED 1-1506-60 HS ITEM # 8570660	12.95 BAG LA ITEM # AA1902	22.10 BAG 10/BX DYNAREX 36317	22.75 CS/100 MSD ITEM # 36303	2.92 BAG ML ITEM # DYNJBERM60	NB	14.46 BAG	NB	25.61 CS/100 DYX-36302
41	16436	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 80MM, SIZE 8, GREEN 50 PER BAG, DYNAREX OR EQUAL.	7.00 BAG BT ITEM # 2010-34080	15.00 BAG RUSCH 121903	12.00 BAG DYNAREX 0.24 EACH OR 24.00 100/KS HS ITEM # 1412405	12.95 BAG LA ITEM # AA1903	22.10 BAG 10/BX DYNAREX 36319	22.75 CS/100 MSD ITEM # 36304	3.21 BAG ML ITEM # DYNJBERM80	NB	15.56 BAG	NB	25.61 CS/100 DYX-36304
42	16437	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 90MM, SIZE 9, YELLOW 50 PER BAG, DYNAREX OR EQUAL.	7.00 BAG BT ITEM # 2010-34090	15.00 BAG RUSCH 121904	12.00 BAG DYNAREX 0.24 EACH OR 24.00 100/KS HS ITEM # 1412437	12.95 BAG LA ITEM # AA1904	22.10 BAG 10/BX DYNAREX 36320	22.75 CS/100 MSD ITEM # 36306	2.65 BAG ML ITEM # DYNJBERM90	NB	15.56 BAG	NB	25.61 CS/100 DYX-36306
43	16438	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 100MM, SIZE 10, PURPLE 50 PER BAG, DYNAREX OR EQUAL.	7.00 BAG BT ITEM # 2010-34100	15.00 BAG RUSCH 121905	12.00 BAG DYNAREX 0.24 EACH OR 24.00 100/KS HS ITEM # 1412441	12.95 BAG LA ITEM # AA1905	22.10 BAG 10/BX DYNAREX 36321	22.75 CS/100 MSD ITEM # 36308	2.70 BAG ML ITEM # DYNJBERM100	NB	12.65 BAG	NB	25.61 CS/100 DYX-36308
44	16439	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 110MM, SIZE 11, ORANGE 50 PER BAG, DYNAREX OR EQUAL.	7.00 BAG BT ITEM # 2010-37110	15.00 BAG RUSCH 121906	12.00 BAG DYNAREX 0.24 EACH OR 24.00 100/KS HS ITEM # 1412444	12.95 BAG LA ITEM # AA1906	22.10 BAG 10/BX DYNAREX 36322	22.75 CS/100 MSD ITEM # 36310	4.19 BAG ML ITEM # DYNJBERM110	NB	13.86 BAG	NB	25.61 CS/100 DYX-36310
45	16442	RESTRAINTS LIMB, ADULT, WRIST/ANKLE, 2 D-RINGS, ADJUSTABLE, DISPOSABLE, POLY, WHITE, 48 PER CASE, OR EQUAL.	192.00 CASE BT ITEM # 501110	55.00 CASE MEDLINE NON243074	170.04 CASE DICK MEDICAL 501110 SOLD 3.55 PR HS ITEM # 7004728	195.00 CASE LA ITEM # SX2510	NB	3.95/PAIR (48= $94.80) TIDI #2510	29.27 CASE ML ITEM # NON243074	NB	188.65 CASE	NB	NB

46	16443	SHEET BURN, LARGE, 60" X 96", STERILE, TO PROTECT PATIENT FROM INFECTION, DISPOSABLE, NON-WOVEN, LAMINATED TISSUE FIBERS, RESISTANT TO TEARING, 12 PER CASE.	35.88 CASE BT ITEM # 1522-03520	24.00 CASE EVER READY 1700036	21.96 CASE (MS-BS0033) 1.83 EA HS ITEM # 4995379	25.20 CASE LA ITEM # BX91039 (SOLD AS EACH OR CASE/50)(PRICED AS REQUESTED)	NB	32.50 CASE DYNAREX # 3520	93.50 CASE ML ITEM # CPEMSBS0033	NB	23.13 CASE	NB	36.59 CASE DYX-3520
47	16445	BANDAGE TRIANGULAR, LATEX FREE, POLYBAGGED, 2 SAFETY PINS, 40" X 40" X 56", 12/CASE.	3.72 CASE BT ITEM # 080502	4.80 CASE EVER READY 0300024	4.20 CASE HS ITEM # 4670483	5.25 CASE LA ITEM # BA5	18.85 CS/12 DYNAREX 3680	5.50 CASE DYNAREX #3680	69.96 CASE ML ITEM # PRMTRI200	NB	61.45 CASE	1.10 EACH SH ITEM # 100201	5.49 CASE DYX-3680
48	16471	BANDAGE EMERGENCY, FIRST CARE, WHITE, 4" COMPRESSION, STERILE, 100 PER CASE, NO SUBS.	649.00 CASE BT ITEM # 16888	680.00 CASE FCP-03	NB	315.00 CASE LA ITEM # BA3683 (SOLD AS EACH)(PRICED AS REQUESTED)	367.90 CS/700 DYNAREX 3194	570.00 CASE FCP-03	3.22 CASE ML ITEM # SZYEVRTM204	NB	NB	NB	NB
49	16488	CUFF BLOOD PRESSURE, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 mmHg MANOMETER, CHROME PLATED BRASS AIR RELIEF VALVE, LEATHERETTE CARRYING CASE, CHILD, ADC #760-9CBK, OR EQUAL	17.99 EACH BT ITEM # 170763	8.00 EACH DIXIE 143406	16.61 EACH HS ITEM # 4990739	19.76 EACH LA ITEM # ADC_760-9CBK	162.50 CS/10 DYNAREX 7099	20.49 EACH	24.48 EACH ML ITEM # ADC7609CBK	NB	24.33 EACH	NB	9.15 EACH DYX-7106
50	16188	GAUZE SPONGE, 4"X4", 4 PLY, NON-STERILE, 200/PACK, MEDLINE NON25444 OR EQUAL	4.09 PACK BT ITEM # 080114	2.10 PACK EVER READY 0200025	2.04 PACK DUKAL 2104 HS ITEM # 9333131	2.95 PACK SUB - DUKAL LA ITEM # BJ6114	3.77 BOX/200 DYNAREX 3242	3.00 PACK DYNAREX #3242	307.01 BOX ML ITEM # MQI8300052001	NB	36.27 PACK	2.73 PACK (SH BRAND) SH ITEM # 27541	3.09 DYX-3254
51	17663	FILTERLINE SET (ADULT/PEDIATRIC), (25 PER BOX) - ZOLL 8300-0520-01.	6874.75 BOX BT ITEM # 2722-52001	376.00 BOX ZOLL 8300-000208	132.00 BOX (MS-35770) HS ITEM # 7022871	115.00 BOX SUB - MASIMO LA ITEM # PO54454	NB	264.00 BOX	15.17 PACK ML ITEM # NON25444	271.12 BOX	390.89 BOX	NB	NB

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Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 009

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/25/2024	5881	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, THURSDAY, MAY 9, 2024

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

EQUIPMENT MEDICAL

The City of Mobile requests bids for the following items as per attached **RFQ**. Pricing shall remain firm until **20 DECEMBER 2024**.

At the option of the City and the successful Vendor, the award may be extended for three (3) additional eight (8) month periods.

Quote pricing & quote units as specified on RFQ.

On items with more than one (1) acceptable choice, you must indicate the specific item that you are bidding. Failure to indicate will be entered as a no bid on that item.

All substitutions must be indicated on RFQ near description of item specified. Indicate on your bid if an item has been discontinued by the manufacturer. Vendors found to be substituting, without that item being indicated on this bid as a substitution, may lose that awarded item.

If vendor states a vendor item number that item must also state manufacturers make and model number. Failure to indicate this will be entered as a no bid on that item.

It is the responsibility of the vendor to provide the City with the necessary catalogs, samples or literature, to compare the items being bid. **If sample is requested**, it must be delivered to the City of Mobile within 48 hours.

The City reserves the right to reject any item bid by a vendor due to lack of information in order to compare item (i.e.: no catalogs, literature or specifications). Do not send catalog or literature unless requested.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

The City reserves the right to reject an item from contract if that item fails to perform as needed or does not meet the best needs of the City of Mobile.

All quantities purchased will be based on an as needed basis by City Department.

All items/orders to be delivered to departments.

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

State any special conditions or ordering instructions. (Pay particular attention to instruction #9 on back of page 1).

The City will attempt to send purchase orders for higher amounts; however, due to computerized issuance of P.O.'s, some will be for low dollar amounts. Vendor must accept all (large & small) purchase orders for items awarded.

Please note: In an effort to update our bid files, vendor(s) who fail to bid may be removed from medical equipment listings.

If you do not wish to bid on the following categories, yet wish to remain on bid list for items other than those on the following pages, you must so notify the City of Mobile Purchasing Department in writing as to specific items that you wish to be listed for, otherwise removal may occur.

No Bid Bond is required.

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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

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

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

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

Be sure to sign and return this page including the terms and conditions on the reverse of page 1.

THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS.

TO BE AWARDED ON AN ITEM BASIS

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

Remember to return this original bid sheet signed along with attached RFQ.

IF ITEM DESCRIPTION STATES:

NO SUBS OR NO SUBSTITUTIONS THEN NO SUBSTITUTIONS WILL BE ALLOWED FOR THAT ITEM.

IF MANUFACTURER HAS DISCONTINUED THAT ITEM PLEASE STATE THAT BY ITEM DESCRIPTION.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

LINE #	ITEM	DESCRIPTION	UOM	PRICE
1	4622	SCISSORS EMT, STAINLESS STEEL, AMERICAN DIAGNOSTIC (ADC) MEDICUT, 7 1/4", #320NY, NEON YELLOW HANDLE, OR EQUAL	EACH	
2	6871	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, ADULT, ADC #760-11ABK, NO SUBS.	EACH	
3	6878	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, PEDIATRIC, (CHILD) ADC #760-9CBK, NO SUBS.	EACH	
4	6893	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, THIGH, ADC #760-13TBK, NO SUBS.	EACH	
5	6915	ALCOHOL PREP PADS, STERILE, MEDIUM, 2-PLY, 70% ISOPROPYL ALCOHOL, MEDLINE, 200/BOX. - NO SUBS.	BOX	
6	6944	OB KITS, 12 EACH/CASE.	DOZ	
7	9682	BAG, EMESIS, SICKNESS CLEAN UP, CLEAN SACK, GRADUATED MARKING TO MEASURE OZ. AND CC/ML, BLUE IN COLOR, MEDLINE, MEDLINE #NON80328, 144/CASE - OR EQUAL TO	CASE	
8	13614	CATHETER IV, 24 GAUGE X 3/4". STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252500, NO SUB.	CASE	
9	13615	CATHETER IV, 22 GAUGE X 1", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252519, NO SUB.	CASE	
10	13616	CATHETER IV, 20 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252535, NO SUB.	CASE	
11	13617	CATHETER IV, 18 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252560, NO SUB.	CASE	
12	13618	CATHETER IV, 16 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252586, NO SUB.	CASE	
13	13624	STRIPS BLOOD GLUCOSE AND KETONE MONITORING STRIPS, 50/BOX, 12 BOXES/CASE, ABBOTT MEDI-SENSE PRECISION XTRA BLOOD GLUCOSE STRIPS #99695-35, NO SUB.	CASE	
14	13627	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 250 ML BAG, 24/CASE, BRAND OR MANUFACTURER MAY BE BRAUN OR BAXTER, OR HOSPIRA, THESE BRANDS ONLY, NO SUBS.	CASE	
15	16044	IV EXTENSION SET WITH AMSAFE INJECTION SITE, NEEDLELESS INJECTION SITE, LATEX FREE, 100 PER CASE, AMSINO IV EXTENSION #AE3108, NO SUBS.	CASE	
16	16055	ET TUBE INTRODUCER, BOUGIE-TO-GO, ADULT WITH COUDE TIP, 15FR, 60MM, 10/BOX, NO SUBS.	CASE	
17	16147	DRESSING, SAM CHEST SEAL DRESSING, 9.2" X 7.6", DESIGNED FOR OPEN CHEST WOUNDS, LARGE COVERAGE AREA, 2 DRESSINGS PER PACK (NON-VALVE VERSION), LATEX FREE, TRANSPARENT, 5" X 9" PAD. NO SUBS.	PACK	
18	16171	DRESSING: MULTI-TRAUMA DRESSING, 12" X 30", ONE STERILE DRESSING PER POUCH, LATEX-FREE; 50 PER CASE, DYNAREX, OR EQUAL TO .	CASE	

19	16174	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, INFANT, ADC #760-71BK, NO SUBS.	EACH	
20	16183	BITE BLOCK - TONGUE DEPRESSOR, UNBREAKABLE, ONE PIECE, EACH PACKAGED IN SANITARY BAG.	EACH	
21	16242	SEAL DRAW TIGHT, RED, AVERAGE BREAKING STRENGTH 15 LB PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7951, NO SUBS.	PACK	
22	16243	SEAL DRAW TIGHT, YELLOW, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG., 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7952, NO SUBS.	PACK	
23	16250	LUBRICANT STERILE LUBRICATING JELLY, FOIL PACK, 2.7 GRAM, MEDLINE, 144.BOX. OR EQUAL	BOX	
24	16251	PADS ABDOMINAL, ABD PADS, STERILE, LATEX FREE, 5" X 9", MEDLINE, 25/BOX	BOX	
25	16252	BANDAGES CURITY ADHESIVE, FLEXIBLE, 2" X 3 1/2", 50/BOX KENDALL HEALTHCARE, PRODUCT #44102, OR EQUAL	BOX	
26	16305	NEBULIZER SMALL VOLUME NEBULIZERS MICRO MIST, CONTAINS: NEBULIZER, TEE, MOUTHPIECE, RESERVOIR TUBE, 7' TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1883, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	
27	16380	SPLINT SAM SPLINT, XL, 5.5" X 36", WATERPROOF, REUSABLE, FLATFOLD, RADIOLUCENT SAM MEDICAL PRODUCTS #SP1121XL, 32 PER CASE, OR EQUAL	CASE	
28	16409	GAUZE BANDAGE, STERILE, LATEX FREE, BULKEE II, 4.5" X 4.1 YARDS, MEDLINE #NON25865, 100/CASE. - NO SUBS	CASE	
29	16410	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 20 FR, 10/BOX.	BOX	
30	16411	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE INDIVIDUALLY PACKAGED, SIZE 22 FR, 10/BOX.	BOX	
31	16412	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 24 FR, 10/BOX.	BOX	
32	16414	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 28FR, 10/BOX.	BOX	
33	16415	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 30 FR, 10/BOX.	BOX	
34	16416	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 32FR, 10/BOX	BOX	
35	16417	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 34FR, 10/BOX.	BOX	
36	16418	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 36FR, 10/BOX.	BOX	
37	16421	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 26 FR, 10/BOX.	BOX	
38	16425	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 8 FRENCH, 50 PER CASE.	CASE	
39	16432	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 40MM, SIZE 4, PINK 50 PER BAG, DYNAREX OR EQUAL.	BAG	

40	16434	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 60MM, SIZE 6, BLACK 50 PER BAG, DYNAREX OR EQUAL.	BAG	
41	16436	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 80MM, SIZE 8, GREEN 50 PER BAG, DYNAREX OR EQUAL.	BAG	
42	16437	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 90MM, SIZE 9, YELLOW 50 PER BAG, DYNAREX OR EQUAL.	BAG	
43	16438	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 100MM, SIZE 10, PURPLE 50 PER BAG, DYNAREX OR EQUAL.	BAG	
44	16439	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 110MM, SIZE 11, ORANGE 50 PER BAG, DYNAREX OR EQUAL.	BAG	
45	16442	RESTRAINTS LIMB, ADULT, WRIST/ANKLE, 2 D-RINGS, ADJUSTABLE, DISPOSABLE, POLY, WHITE, 48 PER CASE, OR EQUAL.	CASE	
46	16443	SHEET BURN, LARGE, 60" X 96", STERILE, TO PROTECT PATIENT FROM INFECTION, DISPOSABLE, NON-WOVEN, LAMINATED TISSUE FIBERS, RESISTANT TO TEARING, 12 PER CASE.	CASE	
47	16445	BANDAGE TRIANGULAR, LATEX FREE, POLYBAGGED, 2 SAFETY PINS, 40" X 40" X 56", 12/CASE.	CASE	
48	16471	BANDAGE EMERGENCY, FIRST CARE, WHITE, 4" COMPRESSION, STERILE, 100 PER CASE, NO SUBS.	CASE	
49	16488	CUFF BLOOD PRESSURE, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 mmHg MANOMETER, CHROME PLATED BRASS AIR RELIEF VALVE, LEATHERETTE CARRYING CASE, CHILD, ADC #760-9CBK, OR EQUAL	EACH	
50	16188	GAUZE SPONGE, 4"X4", 4 PLY, NON-STERILE, 200/PACK, MEDLINE NON25444 OR EQUAL	PACK	
51	17663	FILTERLINE SET (ADULT/PEDIATRIC), (25 PER BOX) - ZOLL 8300-0520-01.	BOX	

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Carahsoft for annual renewal of subscription for Concur travel management software for Accounting.
General fund.

Amount of Contract:

$17,571.33

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240530 Carahsoft Agenda Package POs	Cover Memo	5/30/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/30/2024 - 1:25 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
9756	2024	(2510) ACCOUNTING	ANNUAL SUBSCRIPTION RENEWAL FOR CONCUR TRAVEL MANAGEMENT SOFTWARE FOR ACCOUNTING (BID EXEMPT AS SOFTWARE, PRICE BELOW BID REQUIREMENT)	$17,571.33	(295556) CARAHSOFT

Adopted:

_____
City Clerk

Bill To	Requisition 00009756-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2510.2510.2510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CARAHSOFT	ACCOUNTING
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644
RESTON, VA 20190	DGBRYARS@CITYOFMOBILE.ORG
Tel#7038718500	Delivery Reference
	DONNA BRYARS
	Deliver To
	ACCOUNTING
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	295556				ACCOUNTING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE DATED 5/29/2024 AND GSA CONTRACT 47QWSA18D008F.			
	SUBSCRIPTION: 07/01/2024-06/30/2025.			
001	1-SC-611 SAP Concur Annual Base Fee for Expense - Professional Module Incremental Transaction Fee For Expense: $10.83 SAP Public Services Inc. - 1-SC	900.00 EACH	8.77590	7898.31
	1 1000.60.25.2510.2510.2510.0000.0000.42115.			7898.31
	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 Delivery Reference REBECCA CHRISTIAN			
	Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644			
002	3-SC-611 SAP Concur Annual Base	900.00	0.72280	650.52

Bill To	Requisition 00009756-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2510.2510.2510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CARAHSOFT	ACCOUNTING
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644
RESTON, VA 20190	DGBRYARS@CITYOFMOBILE.ORG
Tel#7038718500	Delivery Reference
	DONNA BRYARS
	Deliver To
	ACCOUNTING
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	295556				ACCOUNTING

LN	Description / Account	Qty	Unit Price	Net Price
	Fee for ExpenseIt Pro for Concur Expense Module Incremental Transaction Fee For ExpenseIt for Expense: $0.91	EACH		
1	1000.60.25.2510.2510.2510.0000.0000.42115.			650.52
	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 Delivery Reference REBECCA CHRISTIAN Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644			
003	702-SC-611 SAP Concur Annual Base Fee for Concur Request - Add-on Module Incremental Transaction Fee For Concur Request - Add-on: $1.06	900.00 EACH	0.91790	826.11
1	1000.60.25.2510.2510.2510.0000.0000.42115.			826.11

Bill To	Requisition 00009756-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2510.2510.2510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CARAHSOFT	ACCOUNTING
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644
RESTON, VA 20190	DGBRYARS@CITYOFMOBILE.ORG
Tel#7038718500	Delivery Reference
	DONNA BRYARS
	Deliver To
	ACCOUNTING
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	295556				ACCOUNTING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 Delivery Reference REBECCA CHRISTIAN Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644			
004	2-SC-611 SAP Concur Annual Base Fee for TripLink for Expense Module Incremental Transaction Fee For TripLink for Expense: $2.09	900.00 EACH	1.67370	1506.33
1	1000.60.25.2510.2510.2510.0000.0000.42115.			1506.33
	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 Delivery Reference REBECCA CHRISTIAN			

Bill To	Requisition 00009756-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2510.2510.2510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CARAHSOFT	ACCOUNTING
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644
RESTON, VA 20190	DGBRYARS@CITYOFMOBILE.ORG
Tel#7038718500	Delivery Reference
	DONNA BRYARS
	Deliver To
	ACCOUNTING
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	295556				ACCOUNTING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644			
005	CNCR-SUBFEE SAP Concur Annual Base Fee for Extract Services Incremental Transaction Fee For Extract Services: $8.15	900.00 EACH	6.53340	5880.06
	1 1000.60.25.2510.2510.2510.0000.0000.42115.			5880.06
	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 Delivery Reference REBECCA CHRISTIAN Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644			
006	CNCR-SUBFEE SAP Concur Annual Base Fee for Budget Incremental	900.00 EACH	0.90000	810.00

Bill To	Requisition 00009756-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2510.2510.2510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
CARAHSOFT	ACCOUNTING
11493 SUNSET HILLS ROAD	205 GOVERNMENT STREET
SUITE 100	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644
RESTON, VA 20190	DGBRYARS@CITYOFMOBILE.ORG
Tel#7038718500	Delivery Reference
	DONNA BRYARS
	Deliver To
	ACCOUNTING
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 440
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	295556				ACCOUNTING

LN	Description / Account	Qty	Unit Price	Net Price
	Transaction Fee For Budget: $1.26			
1	1000.60.25.2510.2510.2510.0000.0000.42115.			810.00

Ship To
ACCOUNTING
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 440
MOBILE, AL 36644
Delivery Reference
REBECCA CHRISTIAN

Deliver To
ACCOUNTING
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 440
MOBILE, AL 36644

Requisition Link

Requisition Total 17571.33

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

Account	Amount	Remaining Budget
1000.60.25.2510.2510.2510.0000.0000.42115.	17571.33	18868.97
ACCOUNTING EXP	SOFTWARE COSTS	

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

Activity	Date	Clerk	Comment
Approved	05/30/24	SCOTT PROVINCE	Auto approved by: 910519237
Approved	05/30/24	DONNA BRYARS	

Bill To	Requisition 00009756-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2510.2510.2510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor
CARAHSOFT
11493 SUNSET HILLS ROAD
SUITE 100

RESTON, VA 20190

Tel#7038718500

Ship To
ACCOUNTING
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 440
MOBILE, AL 36644
DGBRYARS@CITYOFMOBILE.ORG

Delivery Reference
DONNA BRYARS

Deliver To
ACCOUNTING
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 440
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	295556				ACCOUNTING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/30/24	CODY SCOTT		Auto approved by: 910519237	
	Approved	05/30/24	JESSICA CATES		Auto approved by: 910519237	
	Approved	05/30/24	CYNTHIA TOWNER		Auto approved by: 910519237	
	Approved	05/30/24	DONALD ROSE		Approved by: 9105fola	
	Approved	05/30/24	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	05/30/24	STEVEN KRONINGER		Auto approved by: 910516727	
	Approved	05/30/24	SAMANTHA COOLEY		Auto approved by: 910516727	
	Approved	05/30/24	JOHN PAINE		Auto approved by: 910516727	
	Approved	05/30/24	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kimball International Marketing Inc for mesh back guest chairs for Sullivan and Hillsdale recreation centers.
General fund.

Amount of Contract:

$46,252.50

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240529 Kimball Agenda Package POs	Cover Memo	5/29/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/30/2024 - 1:26 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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
9339, 9440	2024	(2032) COMMUNITY CENTERS	105 MESH GUEST CHAIRS SPLIT BETWEEN SULLIVAN AND HILLSDALE REC CENTERS (AL STATE CONTRACT)	$46,252.50	(282081) KIMBALL INTERNATIONAL MARKETING INC

Adopted:

_____
City Clerk

Bill To	Requisition 00009339-00 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: 9105fola Status: Approved Page 1

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	SULLIVAN CENTER 351 N CATHERINE STREET MOBILE, AL 36603 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To SULLIVAN CENTER 351 N CATHERINE STREET MOBILE, AL 36603

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/24	282081				COMMUNITY CENTERS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER STATE OF ALABAMA CONTRACT #MA220000002897. INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY ATTN: NANCY BRAMLETT. CONTACT DEEANN POPPLE TO SCHEDULE DELIVERY AT 251-208-1668 OR DEEANN.POPPLE@CITYOFMOBILE.ORG.			
001	CHAIR: GUEST, LAVORA, MESH, BLACK (11), ARMS, UPH SEAT, BLACK (11) STATIC, GRADE 2 (2) SEDONA MESA (22147) HARD GLIDE (C53) MFG: KIMBALL PART #N30GM9UP.	55.00 EACH	440.50000	24227.50
	1 1000.50.20.2030.2032.2005.0000.0000.42140.			24227.50

Ship To
SULLIVAN CENTER
351 N CATHERINE STREET
MOBILE, AL 36603
Delivery Reference
CATHY HANKINS

Deliver To
SULLIVAN CENTER
351 N CATHERINE STREET
MOBILE, AL 36603

Requisition Link

Bill To	Requisition 00009339-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.20.2030.2032.2005.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	SULLIVAN CENTER
1600 ROYAL STREET	351 N CATHERINE STREET
	MOBILE, AL 36603
JASPER, IN 47549	HANKINSC@CITYOFMOBILE.ORG
Tel#800-482-1616	Delivery Reference
Fax 812-634-4770	CATHY HANKINS
	Deliver To
	SULLIVAN CENTER
	351 N CATHERINE STREET
	MOBILE, AL 36603

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/24	282081				COMMUNITY CENTERS

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			24227.50

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

Account	Amount	Remaining Budget
1000.50.20.2030.2032.2005.0000.0000.42140.	24227.50	241252.22
COMMUNITY CENTERS/PROGRAM EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	05/29/24	DONALD ROSE	Approved by: 9105fola
Approved	05/29/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	05/29/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	05/29/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	05/29/24	JOHN PAINE	Auto approved by: 910516727
Approved	05/29/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00009340-00 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: 9105fola Status: Approved Page 1

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	HILLSDALE COMMUNITY 558 FELHORN ROAD MOBILE, AL 36608 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To HILLSDALE COMMUNITY 558 FELHORN ROAD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/24	282081				COMMUNITY CENTERS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER STATE OF ALABAMA CONTRACT #MA220000002897. INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY ATTN: NANCY BRAMLETT. CONTACT DEEANN POPPLE TO SCHEDULE DELIVERY AT 251-208-1668 OR DEEANN.POPPLE@CITYOFMOBILE.ORG.			
001	CHAIR: GUEST, LAVORA, MESH, BLACK (11), ARMS, UPH SEAT, BLACK (11) STATIC, GRADE 2 (2) SEDONA MESA (22147) HARD GLIDE (C53) KIMBALL PART #N30GM9UP	50.00 EACH	440.50000	22025.00
	1 1000.50.20.2030.2032.2005.0000.0000.42140.			22025.00
	Ship To HILLSDALE COMMUNITY 558 FELHORN ROAD MOBILE, AL 36608 Delivery Reference CATHY HANKINS Deliver To HILLSDALE COMMUNITY 558 FELHORN ROAD MOBILE, AL 36608			

Requisition Link

Bill To	Requisition 00009340-00 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: 9105fola Status: Approved Page 2

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	HILLSDALE COMMUNITY 558 FELHORN ROAD MOBILE, AL 36608 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To HILLSDALE COMMUNITY 558 FELHORN ROAD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/24	282081				COMMUNITY CENTERS

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			22025.00

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

Account	Amount	Remaining Budget
1000.50.20.2030.2032.2005.0000.0000.42140.	22025.00	241252.22
COMMUNITY CENTERS/PROGRAM EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	05/29/24	DONALD ROSE	Approved by: 9105fola
Approved	05/29/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	05/29/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	05/29/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	05/29/24	JOHN PAINE	Auto approved by: 910516727
Approved	05/29/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Contract: MA230000002897-2 - Kimball International Brands, Inc. Furniture MA Am...

Contract Header

Contract
Kimball International Brands, Inc. Furniture MA Amendment #2

Type
Master Agreement

Supplier
Kimball International Brands, Inc.

Contract Code
MA230000002897-2

Linked Solicitation
Furniture: Office, Tables, Educational

Sourcing Number
SRC0000002513

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Sonya	Bryan	sonya.bryan@purchasing.alabama.gov	334-353-8379

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
National	Kimball	KIIGOV@KimballInternational.com	8004821600

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
10/3/2022

End Date
2/28/2027

Documents

- _Kimball_International_Brands__Inc._Furniture_MA_V1.pdf

Items

Item Name	Product Code		UOM
Desks: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 2- Desks	0.00	Each
Tables: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 3- Tables	0.00	Each
Seating: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 1- Seating	0.00	Each
Healthcare: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 6- Healthcare	0.00	Each
Educational: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 5- Educational	0.00	Each
Modular/Systems: Dock Delivery 52% Inside Delivery 0% Installation 48%	Line 7- Modular/Systems	0.00	Each
Bookcases/Storage: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 4- Bookcases/Storage	0.00	Each
Metal File Cabinets: Dock Delivery 52% Inside Delivery 0% Installation 48%	Line 8- Metal File Cabinets	0.00	Each

State of Alabama

Department of Finance
Division of Purchasing
Master Agreement

Modification

Contract Information			
State Contract Number:	MA230000002897-2	Name:	Kimball International Brands, Inc. Furniture MA Amendment #2
Type:	Master Agreement	Not to Exceed Amount:	
Signature Date:	UNDEFINED	Original End Date:	2/28/2027
Begin Date:	10/3/2022	Actual End Date:	
Solicitation Number:	SRC0000002513	Version Number:	2

Reason for Modification
Update the scope of work

Buyer Information	
Name:	SonyaBryan
Phone:	UNDEFINED
Email:	sonya.bryan@purchasing.alabama.gov

Supplier Information	
Supplier Name / Order Address	**Supplier Contact**
VC000046415: Kimball International Brands, Inc.	National Kimball
1600 Royal Street	8004821600
Mail Code KO-222	KIIGOV@KimballInternational.com
Jasper Indiana 47549	
US	

Item 1 - Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures, visit our website www.purchasing.alabama.gov.

Item 2 - Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:
The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Item 3 - Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Item 4 - Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Nonavailability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Item 5 - Sales Tax Exemption:

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Item 6 - Foreign Corporation – Alabama Secretary of State Registration:

Alabama Law requires a foreign entity (an out of state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State. Code of Alabama Section 10A-1-7.01 to 7.14.

Item 7 - Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012- 491):

As a condition for award of this bid, the vendor acknowledges the following: "By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom." Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/everify.

Item 8 - Certification Pursuant to Act no. 2006-557:

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

Item 9 - Product Delivery, Receiving and Acceptance:

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Item 10 - Invoices:

Inquiries concerning invoice payments are to be directed to the receiving agency.

Item 11 - Signature

Approved: Christie Cook

Purchasing Director

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

Submitted by:

Chief Johnny Morris, MFRD

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Three year contract, renewable for 3 add yrs, with VITALExam LLC, for wellness exams for MFRD.
General fund.

Amount of Contract:

NTE $225K per year

Funding Source

Project # **Discretionary Funds**

Project String 1004 1510 44020 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2024 Agenda Package Vital	Cover Memo	5/29/2024

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Moore, Rick	Approved	5/30/2024 - 1:17 PM
Legal	Kern, Chris	Approved	5/30/2024 - 1:55 PM
Legal	Kern, Chris	Approved	5/30/2024 - 1:57 PM
Mayors Office	Barber, James	Approved	5/30/2024 - 2:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and VITALExam, LLC, to provide wellness exams for firefighters, for three years, renewable for an additional three years, without further approval required by Council, in an amount as needed not to exceed $225,000.00 per year, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

City of Mobile
First Responder Medical Screening Services

AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, (“Effective Date”) is made by and between the City of Mobile, Alabama, (“City”), a municipal corporation organized and existing under the laws of the State of Alabama and VITALExam LLC. (“Service Provider” or “Contractor”).

WHEREAS, VITALExam, LLC is uniquely qualified and engaged in the business of examinations for first responders.

WHEREAS, the City of Mobile, after soliciting competitive proposals, has selected to engage this Service Provider, based upon the Service Providers' professional skill, competence, and personality, as especially suited to provide said services upon the following terms and conditions;

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. SCOPE OF WORK: The services to be performed by the Service Provider under this Agreement (“Services”) for City of Mobile are as described in the City’s Request for Proposals (RFP) dated March 18, 2024, as updated by Addendum 1, and by Service Provider’s responsive proposal dated April 8, 2024, which are incorporated by reference herein and summarized in Exhibit A. Where any conflicts arise between these documents, the following hierarchy applies in priority order: this Agreement, Exhibit A to this Agreement, Service Provider’s responsive proposal, and the City RFP as amended.

2. TERM: The Services shall be commenced and performed upon execution of this Agreement and continue thereafter for a period of three years, renewable at the concurrence of both parties for one additional three-year period.

3. COMPENSATION: Service Provider’s fees shall be at the unit rates as indicated in Exhibit A. The rates shall be fixed for the first three years, and may be increased at a mutually agreed upon percentage not to exceed 10 percent fixed for the three-year renewal period. Service Provider may invoice upon completion of such additional work upon approval of the work performed by the City. The City point of contact for all tasking and approval of Service Provider performance will be the Chief, Mobile Fire Rescue Department, or his designated representative. The total amount to be tasked, performed, invoiced and paid to the Service Provider is not to exceed $225,000.00 per year.

4. INVOICE: The Service Provider shall submit an invoice for said fee at the appropriate time as services are rendered.

5. CONFIDENTIALITY: Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

6. RIGHTS IN DATA: All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.

7. INSURANCE REQUIREMENTS:
   Service Provider shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein.

   For the term of this Agreement, Provider shall acquire and maintain in full force and effect 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 Exhibit B as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. The following minimum amounts of insurance will be maintained for the duration of the contract:

   A. Worker's Compensation
      Statutory – an amount and coverage as required by law of the state of Alabama.

   B. General Liability – Premises/Operations
      Public Liability including premises, products and complete operations
      1. Bodily Injury Liability
         a. $1,000,000 each person
         b. $1,000,000 each occurrence
      2. Property Damage Liability
         a. $1,000,000 each occurrence or
         b. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - $2,000,000 single limit

C. Automobile Liability – Comprehensive including owned, non-owned and hired vehicles.
    a. Bodily Injury Liability: $250,000 each person, $500,000 each occurrence, and
    b. Property Damage Liability $100,000 each occurrence, or
    c. Combined Bodily Injury and Property Damage - $500,000.00

D. Professional Liability $500,000.00

E. Excess/Umbrella Liability Insurance, providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability, limit of Liability: $1,000,000 combined single limit of liability each "occurrence" for bodily injury and/or property damage.

Waiver of Subrogation: The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

8. INDEMNITY: Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

   Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statuary damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statues, case law or otherwise available to the City.

9. ANTI-DISCRIMINATION: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

10. ANTI-BOYCOTT: By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

11. VENUE/JURISDICTION: The Parties agree that the jurisdiction and 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 Mobile County, Alabama.

12. The Service Provider hereby stipulates, confirms and agrees that Service Provider is not a 'design professional' as defined in § 41-9A-3, Ala. Code (1975).

13. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

14. IMMIGRATION COMPLIANCE: By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.

15. FORCE MAJEURE: The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extend and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.

16. NO PARTNERSHIP CREATED: Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.

17. NO THIRD-PARTY BENEFIT: Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

18. TERMINATION: Service Provider agrees that the City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Service Provider. Upon

termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract. Upon violation of any of the covenants and agreements herein contained the Service Provider may terminate the contract upon sixty (60) days written notice.

19. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

20. NOTICE: Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City:	City of Mobile P.O Box 1827 Mobile, AL 36633
Service Provider:	VITALExam LLC 945 W Michigan Ave, Suite 10B Pensacola, FL 32505

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above referenced date.

CITY OF MOBILE, a Municipal Corporation

By:_____
Name: William S. Stimpson
As its: Mayor

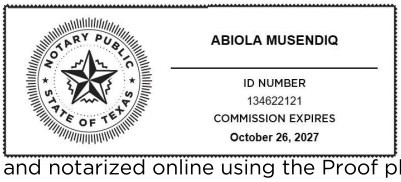
ATTEST:

_____
City Clerk

SERVICE PROVIDER: VITALExam, LLC.

By: Marci Jean Vitale
Name: Marci Vitale
As its: CEO

NOTARY: abiola Musendiq 05/29/2024



Electronically signed and notarized online using the Proof platform.

Exhibit A: Statement of Work
Exhibit B: Evidence of Insurance

EXHIBIT A: STATEMENT OF WORK

1. **Exam Requirements**.
VITALExam, LLC ("Contractor") will carry out comprehensive medical exams for Mobile Fire Rescue Firefighters that include a health risk assessment and a complete medical history review to determine any health conditions that would prevent, or could be aggravated by, the employee performing their duties. The medical history shall also include any significant changes, job related exposures and new symptoms since the previous medical evaluation. The services to be provided will consist of the following tasks, unless the City agrees to exempt certain tasks for specific exams, at unit prices indicated in paragraph 6. The NFPA 1582 VITALExam unit price will include all of items below, with the exception of asterisked items, which are priced and tasked separately:

A. Annual Firefighter Physical Exam according to NFPA 1582 that consists of:
1) Hands on Physical Exam
2) Vision Exam
3) Vital Signs
4) Occupational Hearing Exam
5) Skin Cancer assessment
6) Behavioral Health and Sleep Assessment Screenings
7) Personal Consultation with review of testing results

B. Cancer and Disease Assessment
1) Thyroid Ultrasound
2) Liver, Pancreas, Gall Bladder, Kidneys, and Spleen Ultrasound (Internal Organs)
3) Pelvic Ultrasound for Women (external)
4) Testicular and Prostate (Men) Ultrasound
5) CA-125 Ovarian Cancer Screening (Women)
6) PSA Prostate Cancer Screening (Men)
7) Bladder Ultrasound
8) Hemoccult Test
9) Skin Cancer Screening

C. Cardio Pulmonary Assessment:
1) Treadmill Stress Test with EKG
2) Optional maximal stress testing*
3) Echocardiogram (Heart Ultrasound)
4) Resting EKG
5) Carotid Arteries Ultrasound
6) Aortic Aneurysm Ultrasound
7) Pulmonary Function Test (Spirometry)
8) Optional calcium scoring for age 40 and over*

D Laboratory Analysis:
1) Urinalysis
2) Lipid Panel

3) Diabetes Tests (Hemoglobin A1C and Glucose)
4) Complete Blood Count
5) Comprehensive Metabolic Panel
6) Thyroid Panel
7) Testosterone (men)

E. Fitness Evaluation (NFPA 1583 – WFI Guidelines)
1) Muscular Strength and Endurance Evaluation
2) Speed and Power Assessment
3) Aerobic Endurance Evaluation (VO2 Max Calc)
4) Mobility and Flexibility Evaluation
5) Nutrition and Diet Recommendations
6) Personal Fitness Recommendations
7) Body Weight and Composition

F. Medical Clearances
1) OSHA Respirator Medical Clearance
2) Firefighter Medical Clearance NFPA 1582

G. Patient Portal for results, to include:
1) Immediate viewing of exam results
2) Trend stats and progress over time
3) Upload previous medical records
4) Access a list of local resources and occupation-specific medical materials
5) Firefighter Medical Clearance NFPA 1582

H. As requested by the City, and at unit pricing, Contractor will offer the following additional tests, procedures, and immunizations:
1) QuantiFeron Gold TB Blood Test (when approved by MFRD Health/Safety Off)
2) Hepatitis Vaccines each shot (B-3 shot series)
3) Hep B Titers (as needed)
4) Hep B Virus Screening Test
5) Tetanus Titer
6) Tdap Vaccine

2. **Service Standards**

A. Contractor will exercise generally accepted professional standards applicable to medical diagnosis and treatment in the State of Alabama.

B. Contractor will provide accurate results using lab facilities meeting Clinical Laboratory Improvement Act (CLIA) and College of American Pathologists (CAP) accreditation standards, or equivalent.

C. Contractor to provide individual consultations to review test results and provide recommendations for medical interventions and behavioral and training modifications within two weeks of exam completion.

D. Contractor to provide phone notification within 24 hours if found to be not fit for duty.

E. Contractor to provide department-wide recommendations for programs and training to reduce the chance of injury and illness.

F. Contractor to conduct testing and consultations in a reasonably accessible location in a convenient manner for the department and firefighters designed to induce the greatest voluntary level of participation in program testing and the least inconvenience to department operations.

G. Contractor to market program services and benefits to target population to encourage maximum participation.

H. Contractor will securely collect, compile, store, and communicate program data relating to the employee's annual physical and.

1) Provide results of the exam in confidential, patiently friendly format to individual firefighters in a manner consistent with AMA Ethics Opinion 2.1.5, or equivalent.

2) Transmit results, as requested by firefighters to the firefighter's personal physician for follow-up treatment.

3) Provide PPD, Hepatitis A, B and C results additionally to the City's Risk Manager and MFRD Health and Safety Officer.

4) Not sell or market any personal or protected health information or any aggregate collected information without the specific approval of the City.

5) Provide non-personally identifiable cross-population results regarding general health measures and trends to the MFRD Health and Safety Officer

I. Contractor will provide physical exam results that reveal conditions that dictate further testing or treatment to the employee for follow-up with the employee's own physician, and Risk Management (Worker's Compensation) if necessary.

J. Contractor will ensure that Final Evaluations will be reviewed and signed by a medical director board certified in Alabama with a licensed MD, DO, ARNP or PA.

K. Contractor will observe the following quality standards to maintain a safe environment free of hazards and reduce risk of injuries for patients and employees.

1) Processes for employee safety and security: Contractor will provide for its employees new employee orientation and education program and annual recurrent training that addresses Safety Procedures:

i. Blood borne pathogen policy

i. Biohazard waste policy

ii. Equipment

2) Contractor will employ processes and procedures for facilities and equipment security: VITALExam will coordinate with the on-site facility manager to determine what

Mobile Fire Rescue Department procedures and processes are for specific site as well as best manner to secure equipment during program.

3) Contractor will develop and implement an Emergency Preparedness Plan: VITALExam will coordinate with the on-site facility manager to determine what Fire Department procedures and processes are for specific site.

4) Contractor will provide effective Safety Equipment: VITALExam will routinely maintain and test all equipment. Any equipment utilized will be tested prior to program start on-site.

5) Contractor will report to Risk Management regarding accidents and/or damages: VITALExam management will receive any accident or damage reports and report them directly to VITALExam and the City.

6) Contractor will maintain Records Confidentiality and Security: VITALExam will maintain patient records on a secure facility at the corporate headquarters. VITALExam will store all patient records in a secure facility in their corporate office with access limited to authorized VITALExam employees. VITALExam will follow all HIPPA, State, and local guidelines regarding patient confidentiality and will review the process with Mobile Fire Rescue Department prior to scheduling.

7) Contractor will provide Patients a copy of their medical records on the day of their physical exam and will have access to records when requested through the secure VITALExam link.

3. Implementation and Scheduling

A. Contractor will provide exams and services in several scheduled concentrated multi-day service sessions sufficient to annually examine and service up to 400 firefighters. Actual frequency and duration of on-site sessions will be coordinated between Contractor and City dependent upon voluntary participation by firefighters, and may be significantly less than 400 firefighters in any one year.

B. City will provide Contractor 4 Rooms to accommodate the following components:

1) Physical exam
2) Audiometry testing area with minimal noise
3) Cardiopulmonary/Fitness evaluations
4) Ultrasound Exams

C. Set-up, equipment, and associated costs will be the responsibility of VITALExam.

D. On-site location, space, treadmill, and overhead will be provided by the City of Mobile Fire Rescue Department.

E. VITALExam equipment maintenance will be performed by VITALExam and will be kept clean and sanitized. All equipment will be kept in optimal working order or repaired/replaced within a reasonable time frame. VITALExam will maintain backup of all equipment as well as service contracts to ensure timely replacement as needed.

F. Contractor commits that all equipment used will be state of the art and owned by VITALExam. The equipment is portable and easily set up by the VITALExam staff.

G. Contractor will bring portable exam tables as well as all the equipment necessary to completely provide the comprehensive medical and fitness exams, except that the City will provide the treadmill. Contractor will provide the following specific equipment:

1) Ultrasound Units: GE Logiq e
2) EKG Stress Units: Cosmed Quark C12x
3) Audiometry Equipment: Maico MA 25e (soundproof booth not included)

H. Contractor will schedule services as approved by the City

1) Each physical exam will require approximately 2-3 hours.
2) Patients will rotate between the four (4) components of the physical (biometrics, ultrasound, Physical, and cardiopulmonary/fitness).
3) Contractor will schedule Blood Draws 2-5 weeks prior to physicals
    i) On-site at location(s) provided by the City
    ii) Properly licensed LabCorp Patient Services Centers will provide services.
    iii) Phlebotomists will be certified technicians.

4. Reporting

A. Contractor will provide employees copies of their VITALExam examination and test results on the day of their VITALExam exam to include a summary form, lab results, EKG, exercise data, ultrasound reports and images of abnormal studies, patient educational handouts, and personal wellness plan.

B. Contractor will provide Mobile Fire Rescue Department PPD, Hepatitis A, B, and C results to the City Risk Manager and MFRD Health and Safety Officer.

5. Insurance

A. Contractor shall file certificates of insurance with the City of Mobile naming the City of Mobile as an additional insured. Insurance coverage shall include Comprehensive General Liability Coverage for Bodily Injury ($300,000/person, $500,000/occurrence), and for Property damage ($100,000/occurrence); Automobile Liability of $500,000 bodily/property per occurrence), and Commercial General or Umbrella Liability of $1,000,000/occurrence, issued by a company licensed to do business in Alabama, and naming the City of Mobile as an additional insured.

B. An insurance policy may not be modified or cancelled without 30 days' prior notice to the City of Mobile. The insurance company shall be licensed in this state, or in the state in which the insurance is purchased, with the name of a designated agent for service filed in the office of the Secretary of State.

6. Billing and payment: Contractor will invoice City monthly in arrears as services are provided. Invoices will be itemized to reflect the services provided. Care will be taken

minimize personally identifiable information to maintain patient confidentiality in any invoices provided to City. Invoiced services will be at the rates indicated:

NFPA 1582 VITALExam	$575
Standard Lab Panel (without full exam)	$ 95
Maximal Stress Testing	$ 65
Coronary Calcium Scoring (CT Scan@ USA)	$ 80
Chest X-Ray with Radiologist review	$110
Lumbar X-Ray with Radiologist review	$ 80
HIV Screening	$ 50
PDD TB Skin Test	$ 25
Urine Drug Screen(DOT)	$ 50
Advanced Cardiovascular Risk Profile (uACR, ApoA-1, ApoB, ApoB:A-1, Lp(a), CK)	$100
NMR LipoProfile with Insulin Resistance Markers	$ 75
Cancer Antigen Tumor Markers (CEA, AFP, CA 15-3, CA 19-9, β-HCG)	$125
QuantiFERON Gold (Tuberculosis)	$ 70
Pancreatic Enzymes (Amylase & Lipase)	$ 20
6-Month Follow Up Labs (Standard Panel)	$ 95

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2024

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: Homesite Business Insurance Program
Homesite Business Insurance Program PO Box 5316 Binghamton NY 13902	PHONE (A/C, No, Ext): (833) 854-1190 FAX (A/C, No): E-MAIL ADDRESS: service@homesitebusinessinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midvale Indemnity Company	27138
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
VITALExam LLC
945 W Michigan Ave Suite 10B
Pensacola FL 32505

COVERAGES CERTIFICATE NUMBER: 42408181367459 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	BP00016663	01/01/2024	01/01/2025	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 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	BP00016663	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECU-TIVE 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	
	PROFESSIONAL LIABILITY						OCCURRENCE AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Family Medicine Practice Auto Hired and Non-Owned Is $2M per occurrence and $4M per policy

CERTIFICATE HOLDER	CANCELLATION
CITY OF MOBILE 205 GOVERNMENT STREET MOBILE, AL 36644	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2024

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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: CM&F Group	
CM&F Group 5 Bryant Park, 4th Floor New York, NY 10018	PHONE (A/C, No, Ext): 1-800-221-4904	FAX (A/C, No):
	E-MAIL ADDRESS: info@cmfgroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : MEDICAL PROTECTIVE COMPANY- MPC	11843
INSURED	INSURER B :	
VITALExam LLC 945 W Michigan Ave, Suite 10B Pensacola, FL32505	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			V53544	09/01/2023	09/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 3,000,000 $ 3,000,000
	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)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability			V53544	09/01/2023	09/01/2024	Per Incident Aggregate	1,000,000 3,000,000

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

Occurrence Coverage

Nurse Practitioner Group

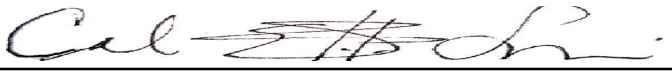
CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile,AL36644

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 HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 8, 2024

City of Mobile
205 Government Street
Mobile AL 36602

Account Information:

Policy Holder Details :	**VITALExam LLC**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2024

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 be endorsed. If SUBROGATIONIS 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:	
AP INTEGO INSURANCE GROUP LLC 76250846 375 WOODCLIFF DRIVE STE 103 FAIRPORT NY 14450	PHONE (A/C, No, Ext): (888) 289-2939	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Fire Insurance Company	19682
INSURED VITALEXAM LLC 945 W MICHIGAN AVE STE 10B PENSACOLA FL 32505	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	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)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		76 WEG BC8UAK	01/09/2024	01/09/2025	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)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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RFP 5872 MED SCREENING SERVICES SCORING SHEET

	Life Extension Clinics	Site Med	Professional Health Services	Vital Exam
Technical and Personnel Resources **20 pts**	Avg 20	Avg 20	Avg 20	Avg 20
Execution Plan **25 pts**	Avg 19	Avg 14	Avg 10	Avg 24
Experience and References- **20 pts**	Avg 20	Avg 10	Avg 10	Avg 14
Reporting - **15 pts**	Avg 10	Avg 7	Avg 5	Avg 15
Total Project Cost **20 pts**	Avg 15	Avg 10	Avg 5	Avg 20
TOTAL	**84**	**61**	**50**	**93**

City of Mobile
Request for Proposals
Addendum 1 to RFP 5872

Medical Screening Services
Mobile, Alabama Fire Rescue Department

The City of Mobile ("City") is seeking sealed proposals for the provision of health, wellness, and fitness assessments for Mobile Fire Rescue Department firefighters. The City is providing this Addendum 1 to respond to questions received regarding the original RFP.

The due date for written proposals remains 5:00 pm, April 9, 2024.

The full contents of the original Request for Proposals (RFP), and any subsequent Addenda to this RFP may be found on the City Bid page at https://www.cityofmobile.org/bids.

A. **QUESTIONS AND ANSWERS**: The following question was received and the City determined that an answer to all potential proposers was merited. Where proposers remain unclear or uncertain of the City's requirements, proposers are to use judgment as to the City's intent, and state any questions or assumptions made in interpreting the City's RFP. All timely submitted RFPs will be fully considered and scored by the City.

1. The Pricing Sheet in Exhibit A requests itemized pricing for the listed services. We offer a standard package that includes most of the items listed, then offer the remaining services as options. Is it permissible to list "Included" or "Package" in the Pricing column for those services, or is an itemized price required for each line item?

   Answer: Yes, it is permissible to propose "package pricing." Edit the sheet as necessary to indicate clearly what's included in the package and what the package price would be. Be sure that every item is accounted for in pricing, either in a package or individually. The "Additional tests that must be offered" at the end of the pricing sheet should include either an individual price for each, or, if in a package, an individual credit amount that would be offered if the City de-selected that test from the package.

City of Mobile
Request for Proposals
RFP Number: 5872

MEDICAL SCREENING SERVICES

The City of Mobile ("City") is seeking sealed proposals for the provision of health, wellness, and fitness assessments for Mobile Fire Rescue Department firefighters.

Proposals Due: **5:00 p.m., April 9, 2024**.

Mailing address
City of Mobile
Procurement Department
PO Box 1827
Mobile, AL 36633

,

Delivery:
City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

Phone (251)-208-7434

Questions may be sent by 5:00 p.m. March 28, 2024, to:
Purchasing@CityofMobile.org

1.0 INTRODUCTION

The Mobile Fire Rescue Department desires to preemptively address the unique health risks to which firefighters are exposed by providing medical evaluation and fitness assessments to improve the overall physical health and performance of the department, and to protect firefighters with the opportunity for appropriate diagnosis and early medical intervention.

1.1 PURPOSE OF REQUEST FOR PROPOSAL

Through this RFP, the City is seeking to identify interested and qualified service providers for the Fire Service specific medical evaluations. Vendors must submit proposals to provide all of the component exam and service elements. Vendor must provide the equipment, supplies, reporting and data keeping, facilities, and technical expertise to deliver the medical services.

2.0 SCOPE OF CONTRACT

The purpose of this RFP is to solicit proposals from qualified medical providers including for-profit health management and delivery companies, not-for-profit health delivery organizations, physicians, physician groups, health maintenance organizations and others to provide medical baseline evaluation and fitness assessment services, and prevention and early detection of diseases and illnesses for approximately 500 Mobile Fire Rescue Department (MFRD) uniformed personnel. Note that though MFRD will encourage participation, it intends to make

participation in this program voluntary for MFRD personnel, so actual patients seen may be substantially less than the 500 department personnel.

2.0.1 This program recognizes the importance of consultation and/or referral to outside health care providers and/or specialists. Only possible life threatening abnormal cardiac findings will become automatic referrals. Health care provider will be provided specific instructions for those referrals.

2.0.2 General follow-up care is not supported by this RFP. Uniformed personnel have the right to choose who provides follow-up care. Therefore, it becomes the individual uniformed personnel's responsibility for his/her medical provider selection and payment of any follow-up visits and or procedures.

2.0.3 When appropriate, and within the scope of practice, uniformed personnel, at their own expense, may choose the contracted medical provider to provide follow-up services.

2.1 PROGRAM DESCRIPTION

The firm selected will carry out a comprehensive medical exam that includes a health risk assessment, a complete medical history review to determine any health conditions that would prevent, or could be aggravated by, the employee performing their duties. The medical history shall also include any significant changes, job related exposures and new symptoms since the previous medical evaluation. The firm selected will carry out the following tasks and provide the following:

2.1.1. Annual Firefighter Physical Exam

a. Hands on Physical Exam
b. Vision Exam
c. Vital Signs
d. Occupational Hearing Exam
e. Skin Cancer assessment
f. Behavioral Health and Sleep Assessment Screenings
g. Personal Consultation with review of testing results

2.1.2 Cancer and Disease Assessment

a. Thyroid Ultrasound
b. Liver, Pancreas, Gall Bladder, Kidneys, and Spleen Ultrasound (Internal Organs)
c. Pelvic Ultrasound for Women (external)
d. Testicular and Prostate (Men) Ultrasound
e. CA-125 Ovarian Cancer Screening (Women)
f. PSA Prostate Cancer Screening (Men)
g. Bladder Ultrasound
h. Hemoccult Test
i. Skin Cancer Screening

2.1.3 Cardio Pulmonary Assessment:
a. Treadmill Stress Test with EKG
b. Optional maximal stress testing
c. Echocardiogram (Hearth Ultrasound)
d. Resting EKG
e. Carotid Arteries Ultrasound
f. Aortic Aneurysm Ultrasound
g. Pulmonary Function Test (Spirometry)
h. Optional calcium scoring for age 40 and over

2.1.4 Laboratory Analysis:
a. Urinalysis
b. Lipid Panel
c. Diabetes Tests (Hemoglobin A1C and Glucose)
d. Complete Blood Count
e. Comprehensive Metabolic Panel
f. Thyroid Panel
g. Testosterone (men)

2.1.5 Fitness Evaluation (NFPA 1583 – WFI Guidelines)
a. Muscular Strength and Endurance Evaluation
b. Speed and Power Assessment
c. Aerobic Endurance Evaluation (VO2 Max Calc)
d. Mobility and Flexibility Evaluation
e. Nutrition and Diet Recommendations
f. Personal Fitness Recommendations
g. Body Weight and Composition

2.1.6 Patient Portal for results, to include:
a. Immediate viewing of exam results
b. Trend stats and progress over time
c. Upload previous medical records
d. Access a list of local resources and occupation-specific medical materials
e. Firefighter Medical Clearance NFPA 1582

2.1.7 Vendor must be able to provide the following additional services as needed:
a. OSHA Respirator Medical Clearance
b. Firefighter Medical Clearance NFPA 1582
c. Chest X-Ray with Radiologist review
d. Lumbar X-Ray with Radiologist review
e. HIV Screening
f. PDD TB Skin Test
g. DOT Urine Drug Screen

2.1.8 Follow-up two-way communication between patient and provider via Patient Portal in one-to-six months, depending on individual needs.

2.1.9 Service Deliverables

a. Vendor will exercise generally-accepted professional standards applicable to medical diagnosis and treatment in the State of Alabama.
b. Vendor will provide accurate results using lab facilities meeting Clinical Laboratory Improvement Act (CLIA) and College of American Pathologists (CAP) accreditation standards, or equivalent.
c. Vendor to provide individual consultations to review test results and provide recommendations for medical interventions and behavioral and training modifications within two weeks of exam completion. See paragraph 2.1.8.g(i) below regarding patient consultation protocol expectations.
d. Vendor to provide department-wide recommendations for programs and training to reduce the chance of injury and illness.
e. Vendor to conduct testing and consultations in a reasonably accessible location in a convenient manner for the department and firefighters designed to induce the greatest voluntary level of participation in program testing and the least inconvenience to department operations.
f. Vendor to market program services and benefits to target population to encourage maximum participation.
g. Vendor will securely collect, compile, store, and communicate program data relating to the employee's annual physical and.
    i. Provide results of the exam in confidential, patiently friendly format to individual firefighters in a manner consistent with AMA Ethics Opinion 2.1.5, or equivalent.
    ii. Transmit results, as requested by firefighters to the firefighter's personal physician for follow-on treatment.
    iii. Not sell or market any personal or protected health information or any aggregate collected information without the specific approval of the City.
    iv. Provide non-personally identifiable cross-population results regarding general health measures and trends to the MFRD Health and Safety Officer
h. Vendor will provide physical exam results that reveal conditions that dictate further testing or treatment to the employee so that the employee can follow-up with their own physician, and Risk Management (Worker's Compensation) if necessary.
i. Vendor will ensure Final Evaluations are reviewed and signed by an Alabama-licensed MD, DO, ARNP or PA under the supervision of a board-certified medical director licensed in Alabama.

2.1.10 FACILITIES AND SCHEDULE

a. The City prefers that the selected provider be self-sufficient in providing the screening services but may support the selected provider with access to limited facilities to perform medical evaluations should the City determine such an accommodation to be in the best interest of program delivery, efficiency and cost.

b. Vendor will provide exams and services in several scheduled concentrated multi-day service sessions sufficient to annually examine and service up to 500 firefighters. Actual frequency and duration of on-site sessions will be coordinated between Vendor and City dependent upon voluntary participation by firefighters, and may be significantly less than 500 firefighters in any one year.

2.1.11 STAFFING

a. The successful Proposer shall develop a detail staffing plan that ensures that an adequate number of full and/or part-time staffing is trained and available
b. Must be able to provide on-site testing with qualified personnel capable of administering scheduled physicals and procedures outlined.
c. The successful Proposer's physician and/or medical director shall be board certified in Alabama with experience in occupational medicine health care to Fire Rescue, Police and EMS agencies with a minimum of five years of experience.
d. Stress Test Treadmill Electrocardiograms will be monitored by a licensed physician, PA, or NP.
e. The sonographer's personnel shall be registered diagnostic medical sonographers.
f. The Proposer must have the capacity to provide other qualified licensed professionals as needed.
g. The Proposer must be able to accommodate up-to 500 benefit-eligible employees at least once per year.

2.1.12 MEDICAL INFORMATION SYSTEM/CONFIDENTIALITY

a. Medical information must be collected in a database that can provide both aggregate reports as well as specific individual information, that is electronically secure to only pre-authorized medical providers.
b. The medical provider will identify and retain medical records, in a manner of their choosing, so that they can be secured as Mobile Fire Rescue personal medical records.
c. At no time will an individual's medical information be released, or shared, with any city department and/or any other medical provider without written authorization by the employee.
d. Requests for authorization to transfer or destroy any or all of the medical information must be made in writing to the City at least 30 days in advance.
e. Aggregate data may be provided to the Executive Director, Public Safety, Fire Chief or his designate, to look at general trends, as long as data from the report cannot lead to the identity of a specific individual.
f. Random data may be requested to be electronically sent to the IAFF National Database, in accordance with the Wellness initiative, once the IAFF database becomes available.

3.0 TERM OF AGREEMENT. The initial term of agreement will commence upon date of execution of the Contract and will continue for a one-year period, renewable

for two additional one-year periods upon the consent of both parties. Renewals may allow for the change in pricing for any services, or the addition or removal of specific services. The City may elect to terminate the agreement at any time.

4.0 EVALUATION AND SCORING

4.1 The City will evaluate proposals in five areas, weighted as indicated below. The City has the option to interview some, all, or no candidates.

4.1.1 20 points: Technical and Personnel Resources: Review of resumes and qualifications of the personnel assigned to this project. What lab services are being used and what are their certifications?

4.1.2 25 points: Execution Plan: How effectively and efficiently will the vendor's service plan provide the City's desired screening services? Is the service delivery model accessible to firemen? How will vendor provide the physical exam and optional additional services? What consultation timelines and protocols are followed in patient review of test results? What facilities, scheduling, marketing, reminders, notifications will vendor use?

4.1.3 20 points: Experience and References: Review of 3 references from other governmental agencies for similar scope of work. How has Vendor's testing work impacted workforce health and wellness in these locations?

4.1.4 15 points: Reporting: Review of sample results and reports and patient materials as listed in the scope of work.

4.1.5 20 points: Total Project Cost: Quotation of rates, fees, and/or charges and other detailed cost proposal or cost breakdown information.

5.0 PROPOSAL SUBMISSION

5.1 GENERAL FORMAT

The proposal will be the basis for negotiating the final contract documents and therefore must be signed by an individual authorized to commit your organization to the procedures and fee schedule contained in the proposal. Please try to keep proposals concise, ideally less than twenty pages. Supplemental information and examples of report formats may be attached to the formal proposal.

5.2 PROPOSAL FORMAT

5.2.1 Proposals shall be organized according to the scoring criteria to provide the most effective review and scoring.

a. Please complete and sign the Cover Template provided in Exhibit A, which includes your quoted pricing for the services indicated (Project Cost).

b. Provide a cover letter describing your firm generally.

c. Provide a narrative summary of the Technical and Personnel Resources you will apply to the services requested. Include:

   i. Identify a Project Manager as a primary contact with the City for the duration of the contract, and a consistent point of contact for scheduling exams and other work scope matters.
   ii. Identify the staff roles (including any and all subcontractors) that will provide the services defined in this RFP. If you have identified specific persons for the identified roles, please identify them and their qualifications. For roles without identified persons, please indicate the minimum qualifications for the persons you will place in those roles.
   iii. Identify the lab services you will provide and any qualifications or certifications.
   iv. Identify the facilities and noteworthy equipment and protocol you intend to use.

d. Provide a narrative summary of the Execution Plan you intend to use to deliver the services requested. It is understood that the actual plan will be negotiated between the City and vendor, but City expects that vendor will have a preferred option to provide the most effective, efficient, and convenient service for firefighters based on experience. Where vendor intends to provide alternative service options (for example quarterly onsite mobile versus daily appointment opportunities), please indicate those options and how you will advise the City on selection and implementation of an agreed plan.

e. Provide a narrative summary of your Experience and References in providing similar services. Please indicate at least three prior customers for which you have provided similar services and indicate:

   i. Name, location, point of contact
   ii. Scope of service provided
   iii. Performance results

f. Provide a narrative summary of your Reporting. Please include samples of results provided to patients and comprehensive departmental wellness reports. Include examples of materials used for patient education and lifestyle improvement.

g. Provide a copy of any additional standard agreements or terms you would require, or any objection to City expectations expressed in this RFP. In submitting a proposal, the Proposer should assume that the City will execute the contract attached to this RFP without any changes. If the Proposer wants alternative or additional language or provisions to the attached contract, the

Proposer should include with its proposal the complete language change(s) it is proposing and describe the cost savings or other benefit the City will receive for each change that it accepts.

5.3 PREPARATION AND SUBMISSION

5.3.1 Provide one signed written copy and one digital copy (flash memory drive or CD) of your proposal in a sealed envelope, to be received by the City by 5:00 p.m., April 9, 2024, marked

City of Mobile Request for Proposals
Medical Screening Services
RFP # 5872
Due April 4, 2024

Packages may be mailed to
City of Mobile Procurement Department,
P.O. Box 1827,
Mobile AL 36633

Packages may be delivered to
City of Mobile Procurement Department,
205 Government Street,
4th Floor, South Tower,
Mobile, AL 36644

5.3.2 No fax or e-mail transmissions will be accepted. All proposals shall become the property of the City and will be subject to public disclosure. Proprietary information which does not bear on evaluation and which you wish to remain confidential should not be included in response materials.

5.3.3 Required written documents must be received before the stated deadline. Failure to submit one or more items will be grounds to reject the proposal from the review and selection process.

5.3.4 Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the proposal due date and time. Proposals received after the due date and time will be returned unopened.

5.4 COMMUNICATION WITH THE CITY

5.4.1 All Proposer communications (questions, requests for clarification or extension of time) concerning this RFP should be directed in writing via email to Purchasing@CityofMobile.org. Written questions ensure that all questions and replies are documented, and all potential proposers have the same information on

which to rely in preparing a proposal. The City will reply to questions received not later than 10-days before the submission due date and time.

5.4.2 From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication may result in a disqualification of a submission.

5.5 COST OF PROPOSAL

The City will not be liable for any costs incurred by Proposers in the preparation and presentation of proposals submitted in response to the RFP or in the participation in demonstrations.

5.6 REJECTION OF PROPOSAL

The City reserves the right to reject any or all proposals at any time with no penalty and/or waive immaterial defects and minor irregularities in proposals.

5.7 PROPOSAL DISPOSITION

All material submitted in response to this RFP, except for proprietary material, shall become the property of the City upon delivery.

6.0 PROPOSAL EVALUATION

Written proposals will be evaluated and rated by an Evaluation Committee. Proposals receiving the highest ratings may be scheduled for an interview with the Evaluation Committee.

6.1 The Evaluation Committee may contact references to help verify the Proposer's ability to perform the scope of services outlined herein.

6.2 Contract negotiations will commence with the selected Proposer. Proposers not selected will be notified in writing of the selection outcome.

6.3 The City reserves the right to:

a. Request a Proposer clarify its contents or to supply any additional material deemed necessary to assist in the selection process.

b. Negotiate the program scope, materials, and costs with the selected Proposer. If a contract cannot be negotiated with the selected Proposer, the City may cease negotiations and reserves the right to re-evaluate the next highest ranked Proposer.

c. Modify or alter any of the requirements herein and identify additional tasks to be accomplished prior to executing a formal contractual agreement.

d. Select the Proposer with the best project approach and ability to meet the City's program needs regardless of cost.

e. Visit a Proposer's office or clinic facilities to meet with respondent's staff.

f. Reject any or all applications at any time without penalty.

g. Retain all original data and working papers generated during this RFP process.

7.0 OTHER PROVISIONS

7.1 Contract: The City will execute a contract or which in its discretion most efficiently and effectively provides the services desired. The City's standard service contract will include the following terms:

7.1.1 Insurance: Provider shall file certificates of insurance with the City of Mobile naming the City of Mobile as an additional insured. Insurance coverage shall include Comprehensive General Liability Coverage for Bodily Injury ($300,000/person, $500,000/occurrence), and for Property damage ($100,000/occurrence); Automobile Liability of $500,000 bodily/property per occurrence), and Umbrella Liability of $1,000,000/occurrence, issued by a company licensed to do business in Alabama, and naming the City of Mobile as an additional insured.

An insurance policy may not be modified or cancelled without 30 days' prior notice to the City of Mobile. The insurance company shall be licensed in this state, or in the state in which the insurance is purchased, with the name of a designated agent for service filed in the office of the Secretary of State.

7.1.2 E-Verify: Provider may not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. All Providers will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/.

7.1.3 Business Licenses: Provider will be required to have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State, prior to contract award. Provider will be required to hold and maintain a City of Mobile business license. Upon notification by the City of intent to award, Provider will have 10 business days to provide the Alabama incorporation certificate or Certificate of Authority and the E-Verify numbers to the City before award can be completed.

7.1.4 Non-discrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed

under contract be awarded to socially and economically disadvantaged individuals and business entities.

7.1.5 Disadvantaged business enterprises: Provider shall make every reasonable effort in the use of subcontractors and major suppliers to have at least fifteen (15) percent participation by socially and economically disadvantaged business enterprises (DBE). Provider shall indicate their intent to employ DBEs as subcontractors or suppliers in their qualification submission, if intending to use subcontractors.

7.2. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

a. Immediate Termination - This proposal ("bid") award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

b. Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee

has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

c. Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

d. Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

e. Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

f. Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

7.3. PROTEST PROCEDURES

a. Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award, but prior to actual award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

b The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

c. Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, render a decision and inform the protesting parting in writing, or request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion render a decision and inform the parties, or conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10)

days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing.

Exhibit A Proposal Submission Template
B Sample Contract Agreement

EXHIBIT A
PROPOSAL SUBMISSION TEMPLATE – PLEASE SUBMIT WITH YOUR PROPOSAL

Business Name (as on W-9): _____

1. Provide a Cover Letter describing your firm.

2. Provide a narrative summary of the Technical and Personnel Resources you will apply to the services requested.

3. Provide a narrative summary of the Execution Plan you intend to use to deliver the services requested.

4. Provide a narrative summary of your Experience and References. Please indicate at least three prior customers for which you have provided similar services.

5. Provide a narrative summary of your Reporting. Please include samples of results provided to patients and comprehensive departmental wellness reports. Include examples of materials used for patient education and lifestyle improvement.

6. Provide a copy of any additional standard agreements or terms you would require, or any objection to City expectations expressed in this RFP. In submitting a proposal, the Proposer should assume that the City will insist on executing the contract attached to this RFP without any changes. If the Proposer wants alternative or additional language or provisions to the attached contract, the Proposer should include with its proposal the complete language change(s) it is proposing, and describe the cost savings or other benefit the City will receive for each change that it accepts.

7. Complete the following pricing sheet and signature page.

8. Provide one signed original and one electronic copy of your proposal in a sealed envelope marked:
   City of Mobile Request for Proposals
   Medical Screening Services
   RFP # 5872
   Due April 9, 2024

9. Send proposal to
   City of Mobile Procurement Department,
   P.O. Box 1827, (US Mail) (delivery to 205 Government St, Room 408S)
   Mobile AL 36633

PRICING SHEET

Proposer Name: _____

Exam	Pricing
Annual Firefighter Physical Exam	
Hands on Physical Exam	
(OPTEC) Vision Exam	
Vital Signs	
Occupational Hearing Exam	
Skin Cancer Assessment	
Behavioral Health and Sleep Assessment Screenings	
Personal Consultation/Review of Test Results	
Cancer and Disease Assessment	
Thyroid Ultrasound	
Liver, Pancreas, Gall Bladder, Kidneys, and Spleen Ultrasound (Internal Organs)	
Pelvic Ultrasound for Women (external)	
Testicular and Prostate (Men) Ultrasound	
CA-125 Ovarian Cancer Screening (Women)	
PSA Prostate Cancer Screening (Men)	
Bladder Ultrasound	
Hemoccult Test	
Skin Cancer Screening	
Cardio Pulmonary Assessment:	
Treadmill Stress Test with EKG	
Maximal stress testing	
Echocardiogram (Hearth Ultrasound)	
Resting EKG	
Carotid Arteries Ultrasound	

Aortic Aneurysm Ultrasound	
Pulmonary Function Test (Spirometry)	
Calcium score offered to participants 40 years of age or older	
Laboratory Analysis:	
Urinalysis	
Lipid Panel	
Diabetes Tests (Hemoglobin A1C and Glucose)	
Complete Blood Count	
Comprehensive Metabolic Panel	
Thyroid Panel	
Testosterone Blood Test	
Fitness Evaluation (NFPA 1583 – WFI Guidelines)	
Muscular Strength and Endurance Evaluation	
Speed and Power Assessment	
Aerobic Endurance Evaluation (VO2 Max Calc)	
Mobility and Flexibility Evaluation	
Nutrition and Diet Recommendations	
Personal Fitness Recommendations	
Body Weight and Composition	
Medical Clearances	
OSHA Respirator Medical Clearance	
Firefighter Medical Clearance NFPA 1582	
Additional tests that must be offered:	
Chest X-Ray with Radiologist review	
Lumbar X-Ray with Radiologist review	
HIV Screening	
PDD TB Skin Test	
Urine Drug Screen, DOT	

SIGNATURE

I certify that the enclosed representations are true and accurate, I am authorized to act on behalf of the indicated Proposer, that on behalf of the Proposer, I understand and am willing to be bound by the performance specifications of this proposal and the responsive submissions accompanying this document, with the following exceptions as noted: (if None, write "None" below).

_____

_____

_____

_____

_____

Provider Name :_____

By Authorized Agent (PRINTED):_____

Signature:_____

Title:_____

Address: _____

_____

Phone: _____ Email_____

Point of contact (if other than above):

Name: _____

Title: _____

Phone: _____ Email_____

EXHIBIT B

SAMPLE CONTRACT FORM

City of Mobile

Medical Screening Services

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____day of _____, 20__ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and ., (hereinafter "Contractor"), a for profit company organized under the laws of the State of Alabama.

WHEREAS, the City desires to obtain firefighter medical screening services, and

WHEREAS, the City has determined that Contractor is especially qualified to provide these services and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work; Term.** The description, location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Scope of Work, which includes City of Mobile RFP 5872, and Contractor's responsive proposal, which are attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for one year, renewable for two additional one-year periods with the consent of both parties. Renewals may allow for the change in pricing for any services, or the addition or removal of specific services. The City and Contractor agree that the City is not required to exclusively rely on Contractor for these or similar services during the term of the Agreement.

ARTICLE 2. **Insurance**: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**, or as otherwise negotiated based on the nature of Contractor's work. Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 3. **Breach of Contract**: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, 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

SAMPLE

in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 4. Indemnification: Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statuary damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statues, case law or otherwise available to the City.

ARTICLE 5. Rights in Data: All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.

ARTICLE 7. Entire Agreement: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 8. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be the circuit court of Mobile County, Alabama.

ARTICLE 9. Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of **Exhibit A**.

SAMPLE

ARTICLE 10. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 11. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

ARTICLE 12. Termination of Contract: The City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Contractor. Upon termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract. Upon violation of any of the covenants and agreements herein contained the Contractor may terminate the contract upon sixty (60) days written notice..

ARTICLE 13. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 14. Notices. Notice for the City shall be mailed to:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Contractor shall be mailed to:

ARTICLE 15. Compliance with Alabama Immigration Law
By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SAMPLE

ARTICLE 17. Signatures:
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR,

_____ , Its _____ (title)
On behalf of Contractor

_____ Date

CITY

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk
_____ Date

EXHIBIT A: Scope of Work/City of Mobile RFP 5872
EXHIBIT B: Insurance

SAMPLE

Alabama Secretary of State

VITALEXAM LLC	
Entity ID Number	001-091-018
Entity Type	Foreign Limited Liability Company
Principal Address	5001 WHEELER AVE PENSACOLA, FL 32526
Principal Mailing Address	PO BOX 3 PENSACOLA, FL 32591
Status	Exists
Place of Formation	Florida
Formation Date	06/20/2022
Qualify Date	07/25/2023
Registered Agent Name	Alabama Registered Agent LLC
Registered Office Street Address	212 W TROY ST STE B DOTHAN, AL 36303
Registered Office Mailing Address	212 W TROY ST STE B DOTHAN, AL 36303
Nature of Business	
Doing Business in AL Since	09/01/2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/25/2023 Certificate of Formation 3 pgs.

Browse Results New Search

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE AND/OR TAX ACCOUNT

ACCT#: 128608 **LAST 4 FEIN/SSN:** 3801

OWNERSHIP: LLC **STATE ID:** RO11863983

ZONING CERT: N/A-OUT OF TOWN

LEGAL BUSINESS NAME: VITALEXAM LLC

PHYSICAL ADDRESS: 945 W MICHIGAN AVE SUITE 10B FL 32526

MAILING ADDRESS: 945 W MICHIGAN AVE SUITE 10B PENSACOLA, FL 32526

BUSINESS PHONE: 888-850-3926 **CELL PHONE:**

BUSINESS FAX: **START DATE:** 06/01/2024

JURISDICTION: OOT **TAX CODES:** CU14

TERRITORY: T02 **ACCOUNT TYPE:** B

OWNER INFORMATION

NAME	ROLE	OWNER ADDRESS	CITY	STATE	ZIP
VITALEXAM LLC	LLC	945 W MICHIGAN AVE SUITE 10B	PENSACOLA	FL	32526

LICENSE INFORMATION

CODE	CODE TITLE	YEAR
621399	HEALTH AND/OR ALLIED SERVICES	2024

TEMPORARY LICENSE
CITY OF MOBILE
EXPIRES 8-12-24
SIXTY DAY STATEMENT DUE 8-01-24

PAID

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: MARCI VITALE **ID:** FLV340-550-85-598-0

DATE: 5/8/2024

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

TEMPORARY BUSINESS LICENSE

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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	4/25/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/25/2024 - 1:38 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 HEARING TO CONSIDER VACATION OF A PORTION OF A PORTION OF MEADOR DRIVE RIGHT-OF-WAY

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of a portion of Meador Drive right-of-way.

The adoption of such resolution will be considered by the Mobile City Council on the 4th day of June, 2024, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

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

Lisa C. Lambert
City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED by the City Council of the City of Mobile that the right-of-way fee for the vacation of a portion of a portion of Meador Drive right-of-way, by the Council as per Resolution _____ is hereby set at $42,722.63.

Adopted:

_____
City Clerk

RESOLUTION

Sponsored by: _____

WHEREAS, a Declaration of Vacation and a Petition for Vacation signed by Alabama Export Railroad, Inc., an Alabama corporation ("Petitioner"), as owner of all of the land abutting the below described portion of the public right of way known as Meador Drive, situated in the City of Mobile, County of Mobile, State of Alabama, has been duly presented to the City Council of the City of Mobile, Alabama, for the assent and approval of said governing body, said Declaration of Vacation being attached hereto as Exhibit A and made part hereof; and

WHEREAS, said portion of said public right of way is more particularly described as follows:

Beginning at the Southeast corner of Lot 2, Central Business Park, Phase One as recorded in Map Book 29, Page 76 in the office of the Judge of Probate Mobile County, Alabama said point being a point on the North right-of-way of Meador Drive and the West right-of-way of Illinois Central Gulf Railroad; thence run S-31°00'57"-W along said West right-of-way of Illinois Central Gulf Railroad, 5.30 feet to a point; thence run Southwesterly along said West right-of-way of Illinois Central Gulf Railroad and a curve to the right having a radius 4900.00 feet, a chord of which bears S-31°20'05"-W, 54.54 feet, an arc distance of 54.54 feet to a point on the South right-of-way of Meador Drive; thence run Northwesterly leaving said West right-of-way of Illinois Central Gulf Railroad, along said South right-of-way of Meador Drive and a non-tangent curve to the left having a radius of 185.87 feet, a chord of which bears N-86°54'29"-W, 175.89 feet, an arc distance of 183.22 feet to a point; thence run S-64°51'07"-W along said South right-of-way of Meador Drive, 144.81 feet to a point; thence run N-25°08'53"-W leaving said South right-of-way of Meador Drive, 140.02 feet to a point; thence run Southeasterly along a non-tangent curve to the left having a radius of 40.00 feet, a chord of which bears S-70°10'23"-E, 56.83 feet, an arc distance of 63.20 feet to a point on said North right-of-way of Meador Drive; thence run N-64°50'19"-E along said North right-of-way of Meador Drive, 79.96 feet to a point; thence run Southeasterly along said North right-of-way of Meador Drive and a curve to the right having a radius of 242.11 feet, a chord of

which bears S-86°55'08"-E, 229.13 feet, an arc distance of 238.68 feet to a point; thence run S-58°40'36"-E along said North right-of-way of Meador Drive, 49.97 feet to the Point of Beginning, containing 32,365.63 square feet, more or less.

WHEREAS, it appears to the City Council of the City of Mobile, Alabama, that said portion of said right of way is bounded on each side by property owned only by the Petitioner and that the vacation of said right of way is in order and said vacation will not deprive any other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from their property, and that no other property owner will be adversely affected by such vacation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the vacation of the hereinabove described portion of said right of way is assented to and approved and the same is hereby vacated pursuant to the provisions of § 23-4-20, Code of Alabama, 1975, and Section 57-17 of the Code of Ordinances of the City of Mobile, subject, however, to the following:

An easement over, under and across the aforesaid portion of said street and right of way is excepted from this vacation and is retained in favor of the Board of Water and Sewer Commissioners of the City of Mobile, Spire Gulf Inc. and AT&T (the "Utilities") in order to allow said Utilities to maintain, service and operate their respective existing lines, drains, systems and facilities located across, over and under the aforesaid portion of said street and right of way.

BE IT FURTHER RESOLVED THAT the City of Mobile further waives any fee to be paid to the City of Mobile for said portion of said right of way pursuant to Ala. Code § 11-49-6 (1975), said Section 57-17 of the Code of Ordinances, or otherwise.

The City Clerk of the City of Mobile is authorized and directed to certify true copies of this Resolution and attach such certified copies to the written Declaration of Vacation of the aforesaid portion

of said public street and right of way and to deliver said documents to the aforesaid owner of real property abutting that portion of said public street and right of way hereby vacated.

ADOPTED: _____, 2024

I, Lisa Carroll Lambert, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held the ___ day of _____, 2024.

IN WITNESS WHEREOF, I have herein set my hand and the official seal of the Mobile City Council on this ___ day of _____, 2024.

_____
LISA CARROLL LAMBERT
CITY CLERK

CITY CLERK'S OFFICE

MOBILE, AL

TU, MAR 5, PM3:11 RCVD

This instrument prepared by:
J. Stephen Harvey
McDowell Knight Roedder & Sledge, LLC
11 North Water St., Ste. 13290
Mobile, Alabama 36602

PETITION FOR VACATION OF RIGHT OF WAY

(Meador Drive)

COMES NOW Petitioner, Alabama Export Railroad, Inc. ("**ALE**"), and files its petition with the City of Mobile, Alabama ("**City**"), to vacate that portion of the Meador Drive right of way described on Exhibit A hereto (the "**Subject ROW**") and depicted on the survey of the Subject ROW by Thompson Engineering attached hereto as Exhibit B (the "**Survey**"). As grounds therefor, ALE shows unto the City as follows:

1. ALE is the sole owner of all parcels abutting the Subject ROW. The Subject ROW does abut a railroad right of way owned by Illinois Central Railroad Company, an Illinois corporation ("**IC** ... at the intersection of said railroad and Meador Drive. Meador Driv

2 ... s Central Business Park, Phase One ... rds of the Judge of Probate of Mol ... s Exhibit C. There are five (5) lots ... aller lots), which are owned as foll ...

- App submit pics of 2 signs no unauthorized ... PM (6-4)
- Call on PM 4.30
- PM 5.28 6.4 & Res intro
- Run ad:
  1) 5.8
  2) 5.15
  3) 5.22
  4) 5.29
- Ad Costs (adbn.com) =
- Mail ... to lab ... (30 da ...
- Clerk post on bulletin bd in CH 7 calendar days prior to PM (start status)

PM 5.28 6-4
(6-13 = 100 days from subm)

... ; CDN, LLC; ... elopment LLC

... nd within said subdivision have joi ... DN, LLC and Interstate Printing & ...

... W to be vacated, (ii) the location of ... are footage of the Subject ROW (3 ... at abuts the Subject ROW, being L ...

... e Commissioner records attached h ... ed value of the lots (Lots 2 and 3) th ... 0 ($1.11 per square foot), and (ii) L ...

5. The Subject ROW does not abut any land except that owned by ALE (Lots 2 and 3), which lots have access through other City streets, and there is no crossing for the Subject ROW at said railroad at the eastern end of the Subject ROW, so the proposed vacation will not impede the orderly flow of traffic. ALE therefore has not submitted a traffic study.

6. ALE (as the sole owner of property abutting the Subject ROW) hereby agrees to indemnify and hold harmless the City and its officials and employees of and from any costs, expenses and attorney fees that may be incurred by them in connection with any litigation that may be brought by any person or entity challenging the City's decision to vacate the Subject ROW.

7. Three (3) sets of printed adhesive labels containing the names and addresses of the owners of any applicable land (land within said subdivision) are filed herewith.

8. An original Declaration of Vacation signed by ALE (as the only owner of property abutting the Subject ROW) is filed herewith, and joined therein by ICR, together with a proposed resolution to be adopted by the City Council.

9. A check in the amount of $100.00 payable to the City is submitted herewith as an application fee.

10. Written consents of all utility companies consenting to the vacation are attached hereto as Exhibit E.

11. ALE requests that the City waive any fee authorized or required by *Ala Code* § 11-49-6 and/or Section 57-17 of the City's Code of Ordinances.

WHEREFORE, ALE requests that the City set and give notice of a public hearing on this matter and do such other things as are necessary or appropriate to vacate the Subject ROW.

DATED the 28th day of February, 2024.

[SIGNATURES ON FOLLOWING PAGES]

[SIGNATURE PAGE TO DECLARATION OF VACATION]
(Meador Drive)

ALABAMA EXPORT RAILROAD, INC.

By: _____
Kate Luce Bourgeois
President

STATE OF Mississippi :
COUNTY OF Jackson :

I, the undersigned Notary Public in and for said County in said State, hereby certify that Kate Luce Bourgeois, whose name as President of Alabama Export Railroad, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as said officer and with full authority executed the same voluntarily on the date set forth above for and as the act of said corporation.

Given under my hand this the 2nd day of February, 2024.

_____
NOTARY PUBLIC
My Commission Expires: 4/30/26

[NOTARIAL SEAL]

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 66001
TONYA GILMORE
Commission Expires
April 30, 2026
JACKSON COUNTY

JOINDER
TO
PETITION FOR VACATION
(Meador Drive)

The undersigned, being the owner of a railroad right of way adjacent to Meador Drive in Mobile, Alabama, does hereby consent to and join in the Petition for Vacation of Right of Way (Meador Drive) to be filed by Alabama Export Railroad, Inc. with the City of Mobile, Alabama.

DATED the 26th day of FEBRUARY, 2024.

ILLINOIS CENTRAL RAILROAD COOMPANY, an Illinois corporation

By: James V. Fountain
Name: JAMES V. FOUNTAIN
Title: SENIOR MANAGER REAL ESTATE

STATE OF Illinois :
COUNTY OF Cook :

I, the undersigned Notary Public in and for said County in said State, hereby certify that James V Fountain, whose name as Sr Manager Real Estate of Illinois Central Railroad Company, an Illinois corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as said officer and with full authority executed the same voluntarily on the date set forth above for and as the act of said corporation.

Given under my hand this the 26th day of February, 2024.

Sydney M. Cervantes
NOTARY PUBLIC
My Commission Expires: March 23, 2025

[NOTARIAL SEAL]

SYDNEY M CERVANTES
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 23, 2025

JOINDER
TO
PETITION FOR VACATION
(Meador Drive)

The undersigned, being the owner of Lot 5, Central Business Park, Phase One, per plat thereof recorded at Map Book 29, Page 76 of the records of the Judge of Probate of Mobile County, Alabama (tax key #710591 and having an address of 981 Corporate Drive South, Mobile, Alabama), does hereby consent to and join in the Petition for Vacation of Right of Way (Meador Drive) to be filed by Alabama Export Railroad, Inc. with the City of Mobile, Alabama.

DATED the 2nd day of February, 2024.

MWL FAMILY LIMITED PARTNERSHIP

By: _____
Name: Dubin Gregory Luce, Jr.
Title: President of DGL Holdings, General Partner

STATE OF Mississippi :
COUNTY OF Jackson :

I, the undersigned Notary Public in and for said County in said State, hereby certify that Dubin Gregory Luce, Jr., whose name as President of MWL Family Limited Partnership, an Alabama limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as said officer/partner and with full authority executed the same voluntarily on the date set forth above for and as the act of said limited partnership.

Given under my hand this the 2nd day of February, 2024.

_____
NOTARY PUBLIC
My Commission Expires: 4/30/26

[NOTARIAL SEAL]

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 66001
TONYA GILMORE
Commission Expires
April 30, 2026
JACKSON COUNTY

JOINDER
TO
PETITION FOR VACATION
(Meador Drive)

The undersigned, being the owner of part of Lot 1, Central Business Park, Phase One, per plat thereof recorded at Map Book 29, Page 76 of the records of the Judge of Probate of Mobile County, Alabama (tax key #1850349 and having an address of 1125 Corporate Drive, Mobile, Alabama), does hereby consent to and join in the Petition for Vacation of Right of Way (Meador Drive) to be filed by Alabama Export Railroad, Inc. with the City of Mobile, Alabama.

DATED the 28 day of Feb, 2024.

CDN, LLC, an Alabama limited liability company

By: Joseph G. Betbeze, Jr.
Name: JOSEPH G. BETBEZE, JR
Title: MANAGING MEMBER

STATE OF Alabama :
COUNTY OF Mobile :

I, the undersigned Notary Public in and for said County in said State, hereby certify that JOSEPH G. BETBEZE, JR. whose name as MANAGING MEMBER of CDN, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as said officer and with full authority executed the same voluntarily on the date set forth above for and as the act of said company.

Given under my hand this the 28th day of Feb, 2024.

NOTARY PUBLIC
My Commission Expires:

[NOTARIAL SEAL]

KEVIN MACKNIGHT
My Commission Expires
May 17, 2026

JOINDER
TO
PETITION FOR VACATION
(Meador Drive)

The undersigned, being the owner of part of Lot 1, Central Business Park, Phase One, per plat thereof recorded at Map Book 29, Page 76 of the records of the Judge of Probate of Mobile County, Alabama (tax key #1467200 and #1577528 and having an address of 1135 Corporate Drive North, Mobile, Alabama), does hereby consent to and join in the Petition for Vacation of Right of Way (Meador Drive) to be filed by Alabama Export Railroad, Inc. with the City of Mobile, Alabama.

DATED the 28 day of FEB, 2024.

INTERSTATE PRINTING & GRAPHICS, INC., an Alabama corporation

By: L. D. Phillips
Name: L. D. PHILLIPS
Title: PRESIDENT

STATE OF Alabama :
COUNTY OF Mobile :

I, the undersigned Notary Public in and for said County in said State, hereby certify that L.D. PHILLIPS, whose name as PRESIDENT of Interstate Printing & Graphics, Inc., an Alabama corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as said officer and with full authority executed the same voluntarily on the date set forth above for and as the act of said corporation.

Given under my hand this the 28th day of Feb, 2024.

Kevin Macknight
NOTARY PUBLIC
My Commission Expires:

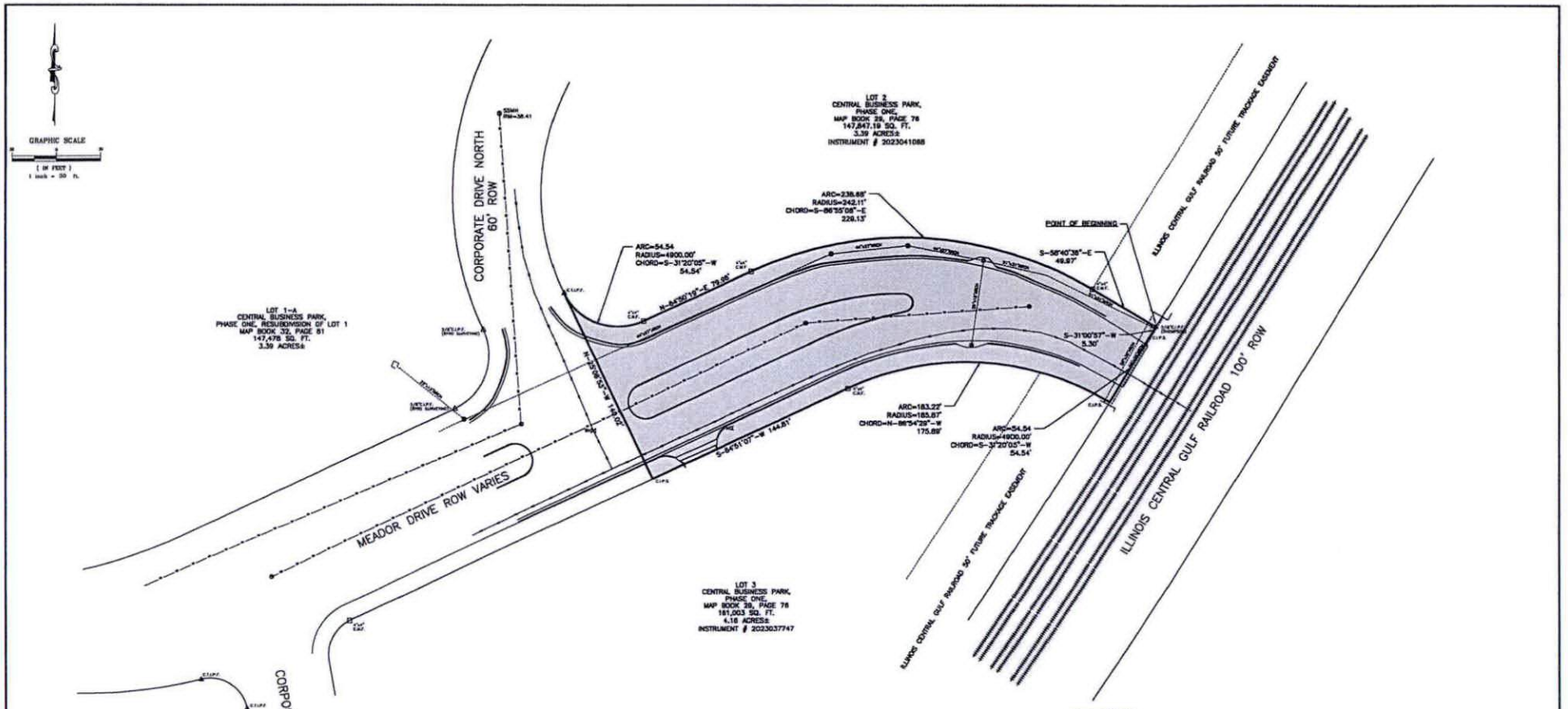
[NOTARIAL SEAL]

STATE OF ALABAMA NOTARY PUBLIC
KEVIN MACKNIGHT
My Commission Expires
May 17, 2026

DESCRIPTION OF PROPOSED RIGHT-OF-WAY AREA TO BE VACATED:

Beginning at the Southeast corner of Lot 2, Central Business Park, Phase One as recorded in Map Book 29, Page 76 in the office of the Judge of Probate Mobile County, Alabama said point being a point on the North right-of-way of Meador Drive and the West right-of-way of Illinois Central Gulf Railroad; thence run S-31°00'57"-W along said West right-of-way of Illinois Central Gulf Railroad, 5.30 feet to a point; thence run Southwesterly along said West right-of-way of Illinois Central Gulf Railroad and a curve to the right having a radius 4900.00 feet, a chord of which bears S-31°20'05"-W, 54.54 feet, an arc distance of 54.54 feet to a point on the South right-of-way of Meador Drive; thence run Northwesterly leaving said West right-of-way of Illinois Central Gulf Railroad, along said South right-of-way of Meador Drive and a non-tangent curve to the left having a radius of 185.87 feet, a chord of which bears N-86°54'29"-W, 175.89 feet, an arc distance of 183.22 feet to a point; thence run S-64°51'07"-W along said South right-of-way of Meador Drive, 144.81 feet to a point; thence run N-25°08'53"-W leaving said South right-of-way of Meador Drive, 140.02 feet to a point; thence run Southeasterly along a non-tangent curve to the left having a radius of 40.00 feet, a chord of which bears S-70°10'23"-E, 56.83 feet, an arc distance of 63.20 feet to a point on said North right-of-way of Meador Drive; thence run N-64°50'19"-E along said North right-of-way of Meador Drive, 79.96 feet to a point; thence run Southeasterly along said North right-of-way of Meador Drive and a curve to the right having a radius of 242.11 feet, a chord of which bears S-86°55'08"-E, 229.13 feet, an arc distance of 238.68 feet to a point; thence run S-58°40'36"-E along said North right-of-way of Meador Drive, 49.97 feet to the Point of Beginning, containing 32,365.63 square feet, more or less.

EXHIBIT
A



NOTES:

1.) Type of Survey: Vacation of Right-of-way Survey. No improvements were located except those shown hereon.
2.) Bearing Basis: All bearings are referenced to Alabama State Plane Coordinates West Zone established by RTK GPS sessions dialed to ALDOT Continuous Operating Reference Stations (CORS) located at the Statehead Tested.
3.) Field Dates: October 25 & 26, 2023.
4.) Street Address: Meador Drive Mobile, Alabama
5.) No attempt was made by the Surveyor to locate underground improvements or environmentally sensitive conditions.
6.) This property may be subject to County and City regulations in regards to setbacks, easements and building codes.
7.) The utilities shown were either located in the field by evidence, markings by other or scaled from drawings provided by the respective utility companies.

STATE OF ALABAMA
COUNTY OF MOBILE

DESCRIPTION OF PROPOSED RIGHT-OF-WAY AREA TO BE VACATED:

Beginning at the Southeast corner of Lot 2, Central Business Park, Phase One as recorded in Map Book 28, Page 76 in the office of the Judge of Probate Mobile County, Alabama said point being a point on the North right-of-way of Meador Drive and the West right-of-way of Illinois Central Gulf Railroad, thence run S-31°00'57"-W along said West right-of-way of Illinois Central Gulf Railroad, 5.30 feet to a point; thence run Southwesterly along said West right-of-way of Illinois Central Gulf Railroad and a curve to the right having a radius 4900.00 feet, a chord of which bears S-31°20'05"-W, 54.54 feet, an arc distance of 54.54 feet to a point on the North right-of-way of Meador Drive; thence run Northwesterly leaving said West right-of-way of Illinois Central Gulf Railroad, along said North right-of-way of Meador Drive and a non-tangent curve to the left having a radius of 185.87 feet, a chord of which bears N-86°54'29"-W, 175.89 feet, an arc distance of 183.22 feet to a point; thence run S-64°51'07"-W along said North right-of-way of Meador Drive, 144.81 feet to a point, thence run N-25°59'53"-W leaving said North right-of-way of Meador Drive, 149.02 feet to a point, thence run Northeasterly along a non-tangent curve to the left having a radius of 40.00 feet, a chord of which bears S-70°10'23"-E, 56.40 feet, an arc distance of 65.20 feet to a point on said North right-of-way of Meador Drive, thence run N-61°59'19"-E along said North right-of-way of Meador Drive, 79.96 feet to a point, thence run Southeasterly along said North right-of-way of Meador Drive and a curve to the right having a radius of 242.11 feet, a chord of which bears S-86°53'08"-E, 229.13 feet, an arc distance of 238.68 feet to a point, thence run S-58°40'30"-E along said North right-of-way of Meador Drive, 49.97 feet to the Point of Beginning, containing 32,363.03 square feet, more or less.

I hereby state that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Land Surveying in the State of Alabama to the best of my knowledge, information and belief.

Jeffrey E. Holley, LLS
Alabama License Number 25660

November 7, 2023
Date

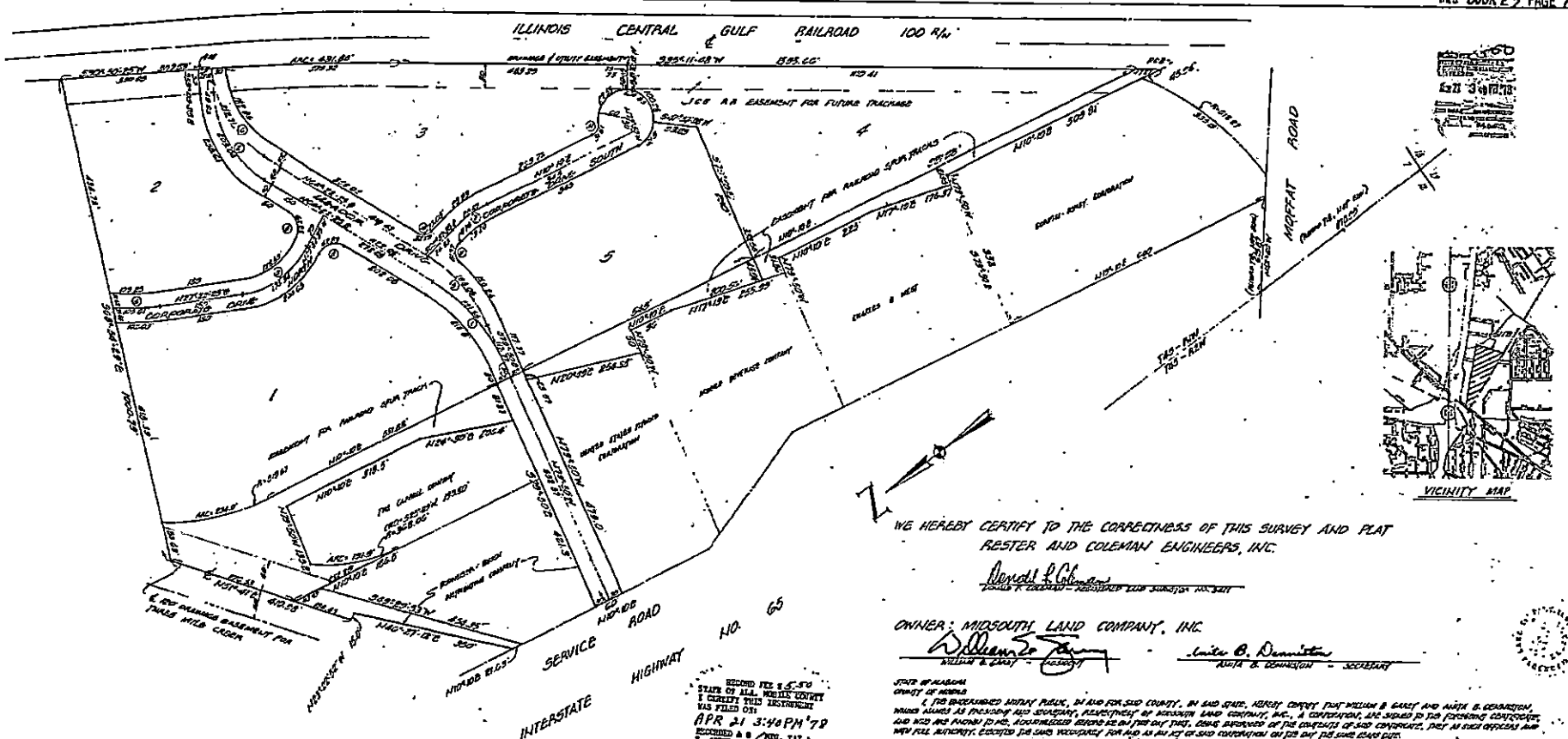
DRAWING REPRESENTS DESIGNS PREPARED THOMPSON ENGINEERING FOR SPECIFIC USE THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE THOMPSON ENGINEERING REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.		DIVISION NO. DESCRIPTION DATE BY	ALABAMA LICENSED PROFESSIONAL LAND SURVEYOR JEFFREY E. HOLLEY	ALABAMA EXPORT RIALROAD	MEADOR DRIVE		
				thompson ENGINEERING	VACATION OF RIGHT-OF-WAY SURVEY		
				SCALE: 1"=30'	DRAWN BY: JEH	APPROVED BY: JEH	DATE: NOVEMBER 2023	JOB NO.: 23-1102-0179	DRAWING NAME: MEADOR DRIVE ROW VACATIONLDWG

EXHIBIT B

550

551266

MAP BOOK 29 PAGE 76



WE HEREBY CERTIFY TO THE CORRECTNESS OF THIS SURVEY AND PLAT
REESTER AND COLEMAN ENGINEERS, INC.

Gerald L. Coleman
GERALD L. COLEMAN - REGISTERED LAND SURVEYOR NO. 5411

OWNER: MIDSOUTH LAND COMPANY, INC.

William B. Earle - PRESIDENT

Anita B. Donaldson - SECRETARY

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT WILLIAM B. EARLE AND ANITA B. DONALDSON, WHOSE NAMES AS PRESIDENT AND SECRETARY, RESPECTIVELY OF MIDSOUTH LAND COMPANY, INC., A CORPORATION, ARE SIGNED TO THE FOREGOING CONVEYANCE, AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF SAID CONVEYANCE, THEY AS SUCH OFFICERS AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS AN ACT OF SAID CORPORATION ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 14 DAY OF March 1978

Linda P. Delaney NOTARY PUBLIC MY COMMISSION EXPIRES 3/28/81

APPROVED:

E. Allen Sullivan, Jr. 3/8/78
MOBILE CITY PLANNING COMMISSION

CITY ENGINEER

APPROVED SUBJECT TO FLOOD ZONE REQUIREMENTS

Acct 50-1221
7/15

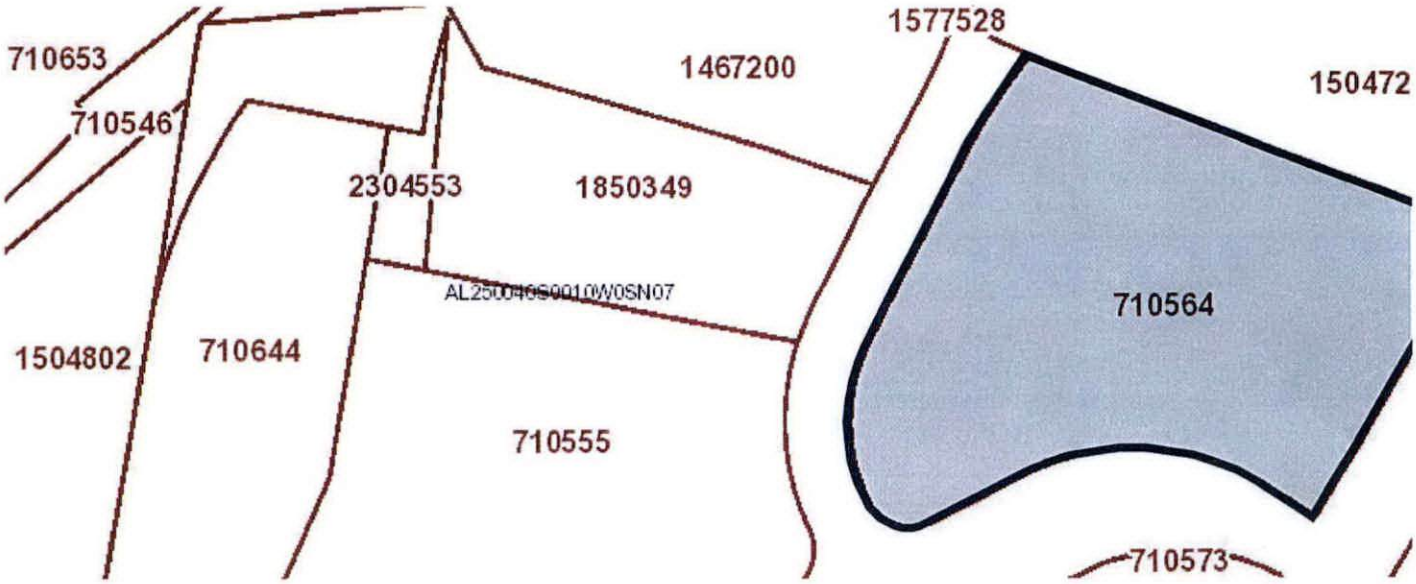
RECORD FEE $ 5.50
STATE OF ALA., MOBILE COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED ON
APR 21 3:48 PM '78
RECORDED IN A MTG. TAX $
B DEED TAX $ PAID EXEMPT
TAX HAS BEEN PAID ON THIS
INSTRUMENT.
John L. Woodall
JUDGE OF PROBATE

CURVE DATA											
NO	LC	PI	RC	RAD	EC	ARC	TC	RR	DA	EXA	HE
1	1500.00'	N20°-07'-30"E	1500.00'	1500.00'	N20°-07'-30"E	1500.00'	750.00'	30'R	90°-00'-00"	90°-00'-00"	1500.00'
2	50.46'	51.11'	CROSS	1500'	EAST	50.46'	25'		2°-18'-58"	0°	25'
3	1128.69'	1183.93'	1150.00'	1500'	1076.19'	1128.69'	647.13'	30'	43°-08'-00"	10.65'	615.00'
4	1116.81'	1200.00'	1150.00'	1500'	1076.19'	1116.81'	615.00'	30'	42°-40'-00"	9.29'	570.00'

DESCRIPTION

COMMENCING AT THE ORIGINAL CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE ST. STEPHENS MERIDIAN AT MOBILE, MOBILE COUNTY, ALABAMA; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID SECTION 7, 670.33 FEET TO THE NORTH LINE OF MOFFAT ROAD; THENCE S55°-46'E ALONG SAID NORTH LINE OF MOFFAT ROAD, 1255.87 FEET TO A SOUTHWESTERLY CORNER OF A PARCEL OF LAND CONVEYED BY THE GULF, MOBILE AND OHIO RAILROAD COMPANY, GRANTOR, TO FREDERICK, TO THE GORDON-LAMBY CORPORATION BY DEED DATED APRIL 27, 1938, DEED BOOK 459, PAGE 189, ALONG THE NORTHWESTERLY PROPERTY LINE OF SAID GORDON - LAMBY CORPORATION, 1039.8 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE S29°-10'E ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID GORDON-LAMBY CORPORATION, 2023.4 FEET TO THE SOUTHEASTERLY PROPERTY LINE OF SAID GORDON-LAMBY CORPORATION, 300.0 FEET TO THE POINT OF BEGINNING; THENCE N29°-10'W ALONG THE SAID NORTHEASTERLY PROPERTY LINE OF SAID GORDON-LAMBY CORPORATION, 2023.4 FEET TO THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED BY SAID GULF, MOBILE AND OHIO RAILROAD COMPANY TO CHARLES A. WEST BY DEED DATED SEPTEMBER 15, 1943; THENCE N29°-10'W ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID CHARLES A WEST, 174.27 FEET TO A POINT; THENCE N60°-50'E, CONTINUING ALONG SAID SOUTHEASTERLY PROPERTY LINE OF SAID CHARLES A WEST, 122.8 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE N29°-10'W, ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID CHARLES A WEST, 975.83 FEET TO THE SOUTHEASTERLY CORNER OF LAND CONVEYED BY SAID GULF, MOBILE AND OHIO RAILROAD COMPANY TO GEORGE BOYKIN COMPANY BY DEED DATED JANUARY 25, 1943; THENCE S57°-15'E ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID GEORGE BOYKIN COMPANY, 251.89 FEET TO A POINT; THENCE NORTHEAST, CONTINUING ALONG SAID SOUTHEASTERLY PROPERTY LINE OF SAID GEORGE BOYKIN COMPANY, 96.4 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE N29°-10'W ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID GEORGE BOYKIN COMPANY, 96.4 FEET TO THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED BY SAID GULF, MOBILE AND OHIO RAILROAD COMPANY TO MOBILE BOYKIN COMPANY BY DEED DATED JANUARY 8, 1951; THENCE N29°-10'W ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID BOYKIN CORPORATION, 334.36 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE S60°-50'W ALONG THE NORTHERLY PROPERTY LINE OF SAID BOYKIN CORPORATION, 122.8 FEET TO THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK 1, OF THE CARROLL COMPANY BY MONTGOMERY SURVEY & CITY, 413.84 FEET TO THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK 1, OF THE CARROLL COMPANY, THENCE N29°-10'W, CONTINUING ALONG SAID SOUTHEASTERLY PROPERTY LINE OF SAID CARROLL COMPANY, 313.50 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE N60°-50'E, CONTINUING ALONG SAID SOUTHEASTERLY PROPERTY LINE OF SAID CARROLL COMPANY, 313.50 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE N29°-10'W ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID CARROLL COMPANY, 313.50 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE S60°-50'W ALONG THE NORTHERLY PROPERTY LINE OF SAID CARROLL COMPANY, 313.50 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE N29°-10'W ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID BOYKIN-BACON CORPORATION, 313.50 FEET TO THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED BY SAID GULF, MOBILE AND OHIO RAILROAD COMPANY TO MONTGOMERY SURVEY & CITY, 413.84 FEET TO THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK 1, OF THE CARROLL COMPANY BY MONTGOMERY SURVEY & CITY, 413.84 FEET TO THE SOUTHEASTERLY CORNER THEREOF; THENCE N29°-10'W ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID LOT 1, BLOCK 1, OF THE CARROLL COMPANY, 313.50 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE S60°-50'W, CONTINUING ALONG SAID NORTHEASTERLY PROPERTY LINE OF SAID LOT 1, BLOCK 1, OF THE

Map



Property Details

Account	
Key Number:	710564
Legal Description:	LOT 2 CENTRAL BUSINESS PARK PHASE 1 MBK 32/81 #SEC 07 T4S R1W #MP29 03 07 3 000
Parcel Number:	290307300000503X
Type:	Real
Property Class:	2
Location	
Address:	3300 MEADOR DR MOBILE, AL 36607
Owner	
Name:	WEAVER HOSEA O & SONS INC
Mailing Address:	4519 MCINNIS AVE MOSS POINT , MS 39563-2815
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

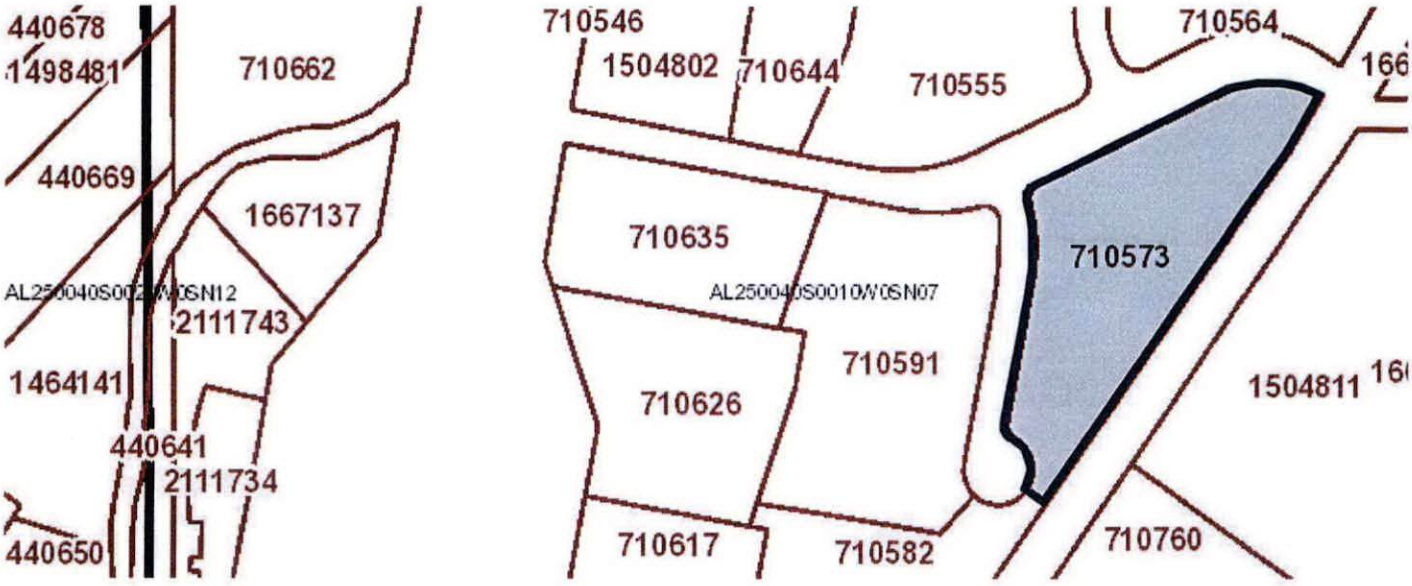
EXHIBIT
D

Improvement Value:	$0
Land Value:	$163,900
Appraised Value:	$163,900
Taxable Value:	$163,900
Assessed Value:	$32,780

VALUES DISPLAYED ARE 2023 VALUES..

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Map



Property Details

Account	
Key Number:	710573
Legal Description:	LOT 3 CENTRAL BUSINESS PARK PHASE I MBK 29 P 76 #SEC 07 T4S R1W #MP29 03 07 3 000
Parcel Number:	290307300000504X
Type:	Real
Property Class:	2
Location	
Address:	980 S CORPORATE DR MOBILE, AL 36607
Owner	
Name:	SAWYER REALTY LLC
Mailing Address:	4519 MCINNIS MOSS POINT , MS 39563-2815
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$0
Land Value:	$274,400
Appraised Value:	$274,400
Taxable Value:	$274,400
Assessed Value:	$54,880

VALUES DISPLAYED ARE 2023 VALUES..

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

December 11, 2023

Mr. Stephen Harvey
McDowell Knight
4519 McInnis Avenue
Moss Point, MS 39563

RE: Request to Vacate a Portion of Meador Drive, Mobile, Alabama;
From Corporate Drive North to the existing Alabama Export Railroad
Right-of-Way Section 7, T4S-R1W

Dear Mr. Harvey:

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

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

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

Mobile Area Water & Sewer System

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

cc: A. Tyree

EXHIBIT
E

P.O. Box 180249, Mobile, AL 36618-0249 • 4725 Moffett Road, Mobile, AL 36618-2236 • Phone 251.694.3196 • Fax 251.694.3447
www.mawss.com

Alabama Power

150 Saint Joseph Street
P.O. Box 2247
Mobile, AL 36602
bjarrett@southernco.com
tel. 251-694-2391

November 16, 2023

VIA ELECTRONIC MAIL
Johnny E. Holley
Thompson Engineering
3707 Cottage Hill Road
Mobile, Alabama 36606

RE: Consent Requirement for Meadow Drive Right of Way

Mr. Holley

I am writing in response to the city's requirement to obtain consent from utility companies to vacate rights of way and easements for construction projects. After reviewing the preliminary survey and examining the shaded area at Meadow Drive and Corporate Drive North, I would like to inform you that we have not identified any Alabama Power Company ("APC") facilities present in the stated location.

On behalf of APC, I hereby provide our written consent to fulfill the city's requirement for the vacation of rights of way and easements.

Should you require any additional information or documentation on this matter, please do not hesitate to contact me. I can be reached at 251-694-2391 or via email at bjarrett@southernco.com. I am available to address any concerns or inquiries you may have.

Regards,

Blake Jarrett
Corporate Real Estate
Land Acquisition

/Enclosure

Spire Gulf Inc.
605 Richard Arrington Jr. Blvd. N.
Birmingham, AL 35203

November 30, 2023

MCDOWELL KNIGHT
Attn: J. Stephen Harvey
Battlehouse Tower, Thirteenth Floor
11 North Water Street
Mobile, AL 36602

Re: Vacation a Portion of Meador Drive Right of Way

J. Stephen Harvey,

In response to MCDOWELL KNIGHT'S letter dated November 10, 2023 relative to the above referenced vacation of a portion of Meador Drive Right of Way.

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

Sincerely,

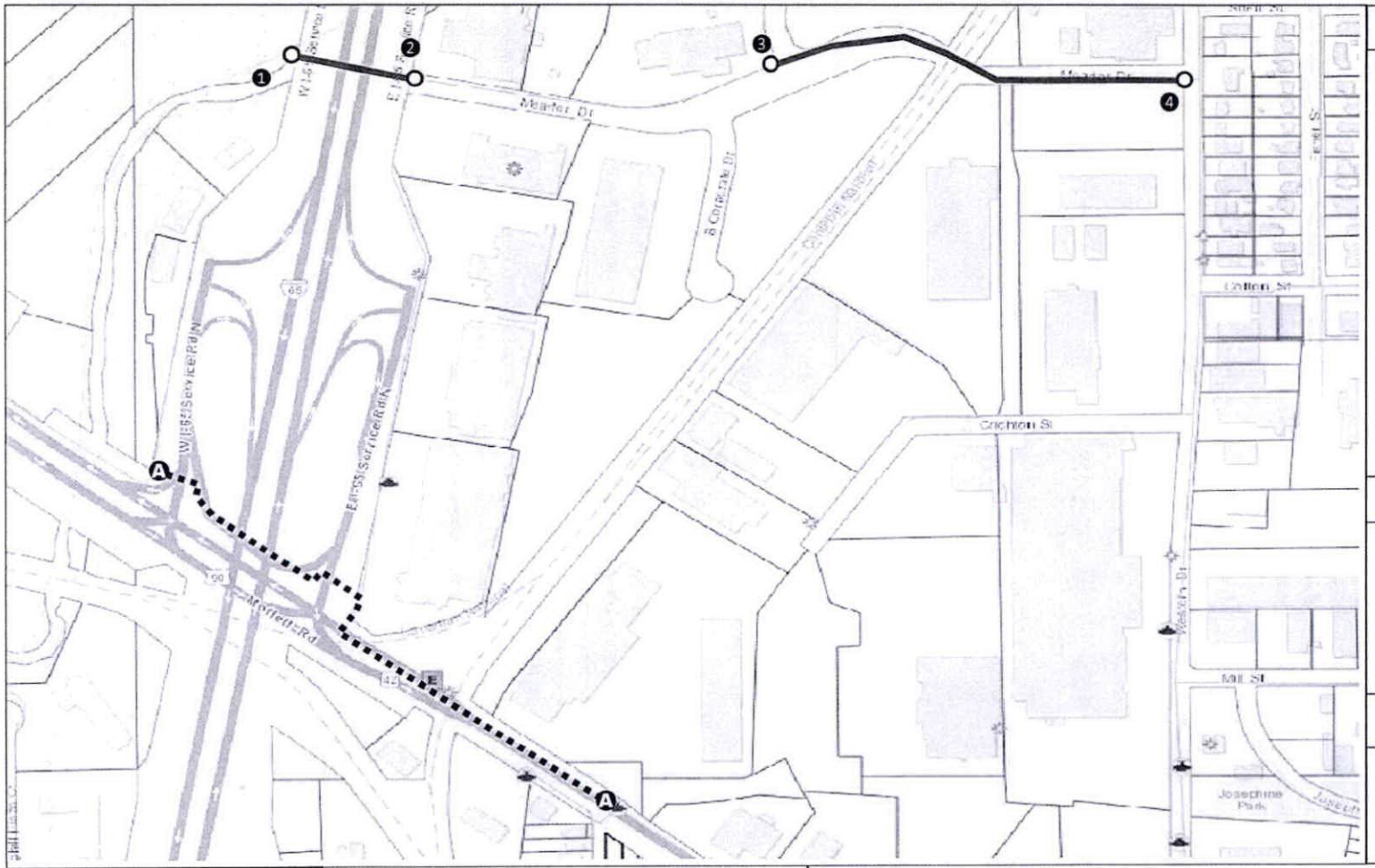
Alex Sammet (Dec 5, 2023 08:31 CST)

Alex Sammet
Right of Way Area Manager, Missouri
Spire Missouri Inc.

TJF: VB
cc: J. Stephen Harvey

Engineering Dept. Approval: RJ
RJ

System Planning Approval: ZJH
ZJH



spire

System Planning— Spire GLF Sizing Plat

MREPL - WO 29521632

Moffett I-65 Crossing

ALC — 10/18/2023

Notes/Contingencies:

1) Tie into existing 4" PL 60# MAOP Main. MxLocation: GMN002465741
2) Tie into existing 4" STL 60# MAOP Main. MxLocation: GMN002465742
3) Tie into existing 4" PL 60# MAOP Main. MxLocation: GMN002463979
4) Tie into existing 4" STL 60# MAOP Main. MxLocation: GMN002466993

Abandon ~1815' of 4" Main and Install ~1415' of 4" PL 60# MAOP Main.

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

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

November 13, 2023

Johnny Holley
Thompson Engineering
3707 Cottage Hill Rd
Mobile, Alabama 36606

Dear Mr. Holley

This letter is written in response to your letter of November 19, 2023 wherein a request is made of AT&T for consent to the vacation of a portion of Meador Dr, as described in the attached survey of November 2, 2023. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

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

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

Sincerely,

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

Proud Sponsor of the U.S. Olympic Team

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

Comcast

January 17, 2024

Johnny E Holly
3707 Cottage Hill Rd
Mobile, Al. 36606

Dear Mr. Holly:

In response to your letter dated November 10, 2023concerning the vacation of Meador Dr on both sides of Meador Dr. As shown on the attached survey, Comcast Cable Communications does not have need of this easement and consents to same.

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

Respectfully,

Donnie Little

Donnie Little
Construction Specialist II

Cc: Easements File

This instrument was prepared by:
J. Stephen Harvey, Esq.
McDowell Knight Roedder & Sledge, LLC
P. O. Box 350
Mobile, AL 36602

DECLARATION OF VACATION OF STREET
(Meador Drive)

STATE OF ALABAMA:

COUNTY OF MOBILE:

This Declaration of Vacation of Street (the "Declaration") is made and entered into this 26th day of February, 2024, by ALABAMA EXPORT RAILROAD, INC., an Alabama corporation ("Owner" or "ALE"), and joined herein by ILLINOIS CENTRAL RAILROAD COMPANY, an Illinois corporation ("ICR").

WITNESSETH:

WHEREAS, ALE is the sole owner of all the real property abutting each side of the following portion of the public right of way and street known as Meador Drive in the City of Mobile, County of Mobile, State of Alabama (the "Property"):

> Beginning at the Southeast corner of Lot 2, Central Business Park, Phase One as recorded in Map Book 29, Page 76 in the office of the Judge of Probate Mobile County, Alabama said point being a point on the North right-of-way of Meador Drive and the West right-of-way of Illinois Central Gulf Railroad; thence run S-31°00'57"-W along said West right-of-way of Illinois Central Gulf Railroad, 5.30 feet to a point; thence run Southwesterly along said West right-of-way of Illinois Central Gulf Railroad and a curve to the right having a radius 4900.00 feet, a chord of which bears S-31°20'05"-W, 54.54 feet, an arc distance of 54.54 feet to a point on the South right-of-way of Meador Drive; thence run Northwesterly leaving said West right-of-way of Illinois Central Gulf Railroad, along said South right-of-way of Meador Drive and a non-tangent curve to the left having a radius of 185.87 feet, a chord of which bears N-86°54'29"-W, 175.89 feet, an arc distance of 183.22 feet to a point; thence run S-64°51'07"-W along said South right-of-way of Meador Drive, 144.81 feet to a point; thence run N-25°08'53"-W leaving said South right-of-way of Meador Drive, 140.02 feet to a point; thence run Southeasterly along a non-tangent curve to the left having a radius of 40.00 feet, a chord of which bears S-70°10'23"-E, 56.83 feet, an arc distance of 63.20 feet to a point on said North

right-of-way of Meador Drive; thence run N-64°50'19"-E along said North right-of-way of Meador Drive, 79.96 feet to a point; thence run Southeasterly along said North right-of-way of Meador Drive and a curve to the right having a radius of 242.11 feet, a chord of which bears S-86°55'08"-E, 229.13 feet, an arc distance of 238.68 feet to a point; thence run S-58°40'36"-E along said North right-of-way of Meador Drive, 49.97 feet to the Point of Beginning, containing 32,365.63 square feet, more or less.

WHEREAS, it is the intent of the Owner of all the property abutting said portion of Meador Drive to execute this Declaration to indicate its consent to the vacation thereof, all in accordance with the provisions of Ala. Code § 23-4-20 (1975) and Section 57-17 of the Code of Ordinances of the City of Mobile; and

WHEREAS, said portion of Meador Drive ends at the railroad and property of ICR because there is no crossing of ICR's railroad at that location, and ICR joins in this Declaration because its property abuts the end of Meador Drive;

NOW, THEREFORE, in consideration of the premises and to effect said vacation, ALE and ICR do hereby declare that the Property be, and the same hereby is, vacated, and subject to the easements reserved below, all public rights in such right of way and street as hereinabove set out are hereby divested, subject to the assent of the Mobile City Council.

To the extent ICR may have or acquired any interest in said Property by virtue of this vacation or Declaration, ICR hereby quitclaims and conveys said interest to ALE.

The undersigned does hereby expressly reserve unto The Board of Water and Sewer Commissioners of the City of Mobile, Spire Gulf, Inc. and AT&T (collectively, the "Utilities") the following easement:

An easement is expected from this vacation and is retained in favor of each said Utilities across, over and under the aforesaid street and right of way in order to allow said Utilities to maintain, service and operate their respective existing lines, drains, systems and facilities located across, over and under said street and right of way.

The procedure of vacation shall be in strict compliance of law and be subject to the following condition:

> That this Declaration of Vacation and the attached resolution assenting to the vacation of said property, upon adoption by the City Council, be immediately recorded in the Probate Court of Mobile County, Alabama, and that a certified copy of the resolution be delivered to the Tax Assessor's Plat Room so that this property may be immediately reassessed in the name of the Owner.

IN WITNESS WHEREOF, ALE and ICR have caused these presents to be executed on this 26th day of February, 2024.

[SIGNATURES ON FOLLOWING PAGES]

[SIGNATURE PAGE TO DECLARATION OF VACATION]
(Meador Drive)

ALABAMA EXPORT RAILROAD, INC.,
an Alabama corporation

By: _____
Kate Luce Bourgeois
President

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Kate Luce Bourgeois, whose name as President of Alabama Export Railroad, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 2nd day of February, 2024.

_____
NOTARY PUBLIC
My Commission Expires 4/30/24 [SEAL]

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 66001
TONYA GILMORE
Commission Expires
April 30, 2026
JACKSON COUNTY

[SIGNATURE PAGE TO DECLARATION OF VACATION]
(Meador Drive)

ILLINOIS CENTRAL RAILROAD COMPANY,
an Illinois corporation

By: James V. Fountain
Name: JAMES V. FOUNTAIN
Title: SENIOR MANAGER REAL ESTATE

STATE OF Illinois :
COUNTY OF Cook :

I, the undersigned, a Notary Public in and for said County and State, hereby certify that James V Fountain, whose name as Sr. Manager Real Estate of Illinois Central Railroad Company, an Illinois corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 26th day of February, 2024.

Sydney M. Cervantes
NOTARY PUBLIC
My Commission Expires March 23, 2025 [SEAL]

SYDNEY M CERVANTES
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 23, 2025

ALABAMA EXPORT RAILROAD INC
4519 MCINNIS AVE
MOSS POINT, MS 39563

ILLINOIS CENTRAL RAILROAD COMPANY
4519 MCINNIS AVE
MOSS POINT, MS 39563

CDN, LLC
3345 HALLS MILL ROAD, SUITE B
MOBILE, AL 36606

CITY OF MOBILE
205 GOVERNMENT PLAZA
OFFICE OF CITY CLERK
MOBILE, AL 36644

INTERSTATE PRINTING & GRAPHICS, INC.
1135 CORPORATE DRIVE NORTH
MOBILE, AL 36607

MWL FAMILY LIMITED PARTNERSHIP
4519 MCINNIS AVE
MOSS POINT, MS 39563

LIMITED IV DEVELOPMENT, LLC
7420 HITT ROAD, SUITE D
MOBILE, AL 36695

MOBILE AREA WATER & SEWER SYSTEMS
P.O. BOX 180249
MOBILE, AL 36618-0249

SPIRE GULF INC.
605 RICHARD ARRINGTON BLVD NORTH
BIRMINGHAM, AL 35203

AT&T
2155 OLD SHELL ROAD
MOBILE, ALABAMA 36607

ALABAMA EXPORT RAILROAD INC
4519 MCINNIS AVE
MOSS POINT, MS 39563

ILLINOIS CENTRAL RAILROAD COMPANY
4519 MCINNIS AVE
MOSS POINT, MS 39563

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SPIRE GULF INC.
605 RICHARD ARRINGTON BLVD NORTH
BIRMINGHAM, AL 35203

AT&T
2155 OLD SHELL ROAD
MOBILE, ALABAMA 36607

Printing Tips

1. Go to avery.com/templates
2. Design using the template number for this product.
3. Test print on plain paper.
4. Change printer settings to "Labels" and print.

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Visit avery.com/help

Conseils d'impression

1. Allez à avery.ca/gabarits
2. Créez en utilisant le numéro de gabarit pour ce produit.
3. Faites un test d'impression sur du papier ordinaire.
4. Modifier le réglage de l'imprimante à "Etiquettes" et imprimez.

Besoin d'aide?
Visiter avery.ca/aide

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1. Visita avery.mx/plantillas
2. Diseña la plantilla utilizando el código del producto.
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AVERY.

GENUINE / AUTHENTIQUE / GENUINO

PROCEDURE FOR VACATION BY ABUTTING PROPERTY OWNERS OF PUBLIC RIGHTS OF WAY, EASEMENTS, STREETS, AND ALLEYS

A written petition requesting the vacation of an easement or a public right-of-way shall be filed with Lisa C. Lambert, City Clerk, P. O. Box 1827, Mobile, AL, 36633. The written petition must contain notarized signatures evidencing the consent of all of the following: (a) the owner(s) of the land abutting the street, alley, or public way to be vacated; and (b) if the petition requests the vacation of an open, paved and city maintained street, alley or public way, the owner(s) of eighty percent (80%) of the parcels of land contained within any platted subdivision in which the street, alley, or public way to be vacated is located.

The following is required to be submitted with the written petition:

(a) The correct legal description of the area sought to be vacated;

(b) A plat or survey that clearly shows in detail:

- the area sought to be vacated;
- the location of all lots or tracts of land that abut the area sought to be vacated;
- the square footage of the area sought to be vacated;
- the square footage of each lot or tract of land that abuts the area sought to be vacated.

(c) The current year fair market appraised unimproved value, as determined by the Mobile County Revenue Commissioner, of all lots or tracts of land that abut the area sought to be vacated.

(d) A traffic impact study and report prepared by a transportation engineer in accordance with the recommendations of the Institute of Transportation Engineers must be submitted with the petition if the petition requests vacation of a city maintained paved street or public way open to vehicular traffic. The study must show that the proposed vacation will not impede the orderly flow of traffic within 300 feet of the street or public way to be vacated, and, if applicable, the platted subdivision in which such street or public way is located.

(e) If the petition requests vacation of a city maintained paved street or public way open to vehicular traffic, then an agreement must be signed by all persons requesting the vacation and submitted to the City Clerk wherein those persons jointly and severally agree to indemnify and hold the City of Mobile and its officials and employees harmless of and from any costs, expenses, and attorney fees that may be incurred in connection with any litigation that may be brought by any person or entity challenging the decision to vacate the street, alley, or public way. Such indemnification and hold harmless agreement shall be in a form approved by the Clerk.

(f) Three (3) sets of printed adhesive labels containing the names and addresses of the owner(s) of any abutting land or other applicable land, and also names and addresses of any entity known to have utility lines within the area to be vacated.

(g) An original declaration of vacation signed by all abutting landowners to the area to be vacated, and a proposed council resolution assenting to the proposed vacation, in forms approved by the clerk.

(h) A check in the amount of $100.00 fee made payable to the City of Mobile as an application fee.

(i) The written consents from all utility companies (including but not limited to Mobile Area Water and Sewer System, Alabama Power, Spire, AT&T, and Comcast Cable), and any other person or entity that has any easement or right-of-way that would be affected by the proposed vacation.

Gauthier, Lana

From: Michael Linder <Michael.Linder@atchisonlaw.com>
Sent: Monday, March 25, 2024 11:53 AM
To: Gauthier, Lana
Subject: RE: Vacation Request - Alabama Export Railroad Emailing: packet_Alabama Export Railroad

CAUTION: External Email

I'm ok with it being passed on.

MML

Michael M. Linder, Jr.
The Atchison Firm, P.C.
411 Azalea Road
Mobile, Alabama 36609
(251) 665-7200
facsimile: (251) 665-7250
NOTICE TO RECIPIENT / READER:
This message and accompanying documents contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named within. If you are not the intended recipient, any disclosure, copying, distribution, or taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this message in error, please contact the sender immediately.

-----Original Message-----
From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, March 25, 2024 9:39 AM
To: Michael Linder <Michael.Linder@atchisonlaw.com>
Subject: Vacation Request - Alabama Export Railroad Emailing: packet_Alabama Export Railroad

Good morning, Michael,

Please review the attached vacation request and advise if it's ready to be sent to City departments.

Thank you!
Lana

Your message is ready to be sent with the following file or link attachments:

packet_Alabama Export Railroad

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Gauthier, Lana

From: Cink, Joseph
Sent: Tuesday, March 26, 2024 12:22 PM
To: Gauthier, Lana
Cc: Harris, Richard; Moses, B K
Subject: Re: Vacation Request - Meadow Drive ROW
Attachments: 3300 Meador Hydrant Location Marked.pdf

Lana,

As long as the hydrant remains available and accessible for fire operations, fire has no objections. I marked to location of hydrant with a red dot in the attachment for clarity.

Thanks,

Joseph Cink, Inspector
Mobile Fire-Rescue Department
Community Risk Reduction
2851 Old Shell Rd. Mobile, Al 36607
Cell: (251) 406-4806

From: Harris, Richard <harrisr@cityofmobile.org>
Sent: Monday, March 25, 2024 2:14 PM
To: Moses, B K <weaverb@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>
Subject: Fwd: Vacation Request - Meadow Drive ROW

Get Outlook for iOS

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, March 25, 2024 2:07:15 PM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Meadow Drive ROW

Good afternoon,

Attached is a vacation request for a portion of Meador Drive right-of-way.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office

EXHIBIT B

MEADOR DRIVE
ALABAMA EXPORT RAILROAD
VACATION OF RIGHT-OF-WAY SURVEY
Thompson
ILLINOIS CENTRAL GULF RAILROAD 100' ROW
MEADOR DRIVE ROW VARIES
CORPORATE DRIVE SOUTH 60' ROW
CORPORATE DRIVE NORTH 60' ROW
LEGEND

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MEMORANDUM

March 25, 2024

To: **Lana Pafenbach**

C: **File**
Planning & Zoning

From: **Margaret Pappas / bh**

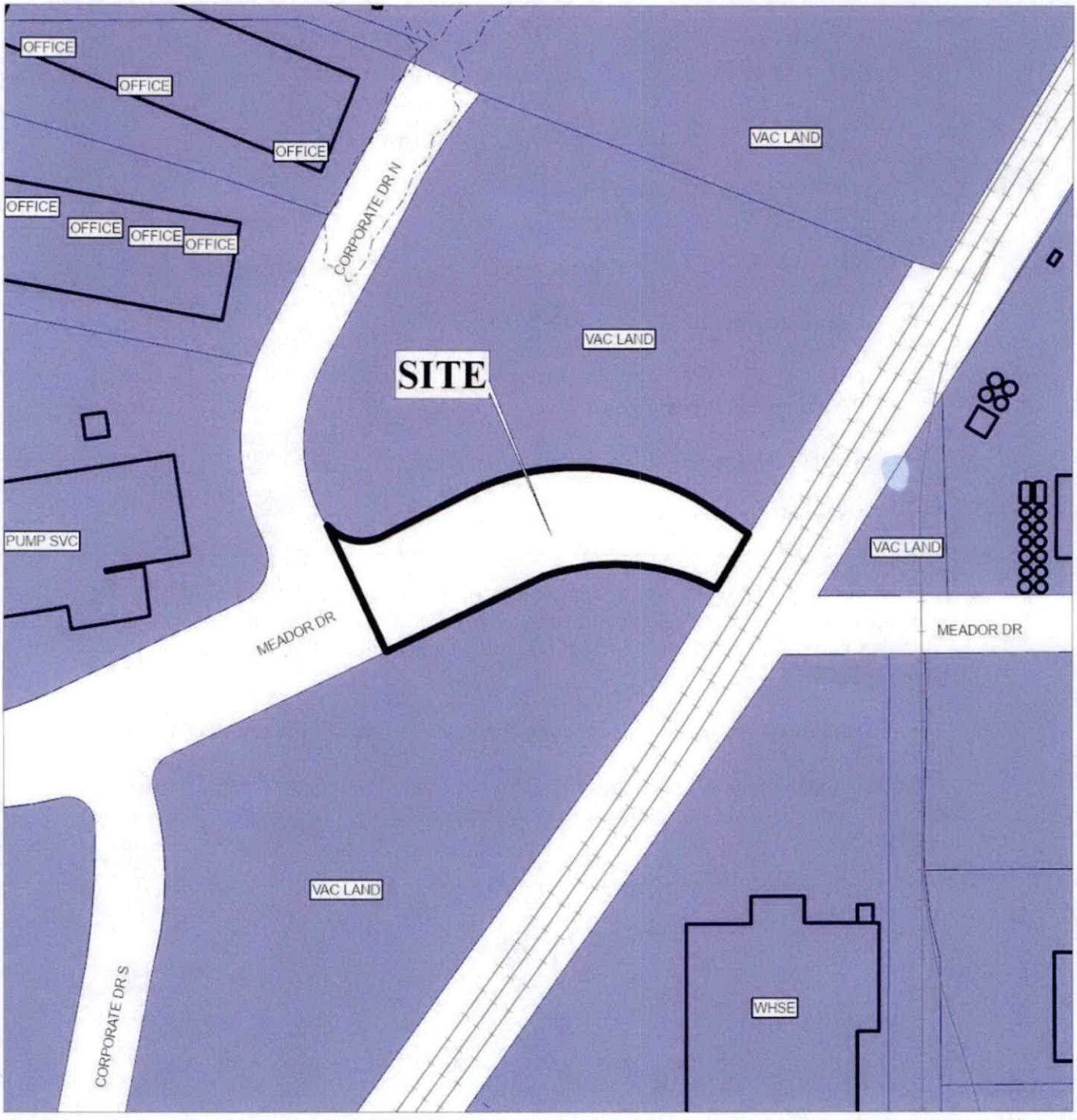
Re: **Vacation of a portion of Meador Drive**

The proposed vacation request is for an approximately 60 to 100-foot wide by 365-foot long segment of Meador Drive, extending from Corporate Drive North to railroad right-of-way owned by the Illinois Central Railroad/Canadian National Railway and utilized by the Alabama Export Railroad.

The Planning and Zoning Department has no objection to the vacation of the street right-of-way.

It should be noted that a Subdivision application will be required to request incorporation of the vacated property into abutting legal lots prior to any request for permits for construction within the vacated property.

ROW VACATION REQUEST



DATE March 25, 2024

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

Gauthier, Lana

From: White, Jennifer
Sent: Thursday, March 28, 2024 10:35 AM
To: Gauthier, Lana
Subject: RE: Vacation Request - Meadow Drive ROW

Traffic Engineering does not have an objection.

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

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, March 25, 2024 2:07 PM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Meadow Drive ROW

Good afternoon,

Attached is a vacation request for a portion of Meador Drive right-of-way.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, March 25, 2024 2:07 PM
To: Anthony Morris (anthony.morris@cityofmobile.org); Carleen Stout (carleen.stout@cityofmobile.org); ~~Hoffman, Bert; Jennifer White (whitej@cityofmobile.org)~~; Kern, Chris; ~~Nick Amberger~~ (nick.amberger@cityofmobile.org); Penn, D M; ~~Richard Harris (harrisr@cityofmobile.org)~~
Subject: Vacation Request - Meadow Drive ROW
Attachments: packet_Alabama Export Railroad.pdf

Good afternoon,

Attached is a vacation request for a portion of Meador Drive right-of-way.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, April 3, 2024 12:47 PM
To: Anthony Morris (anthony.morris@cityofmobile.org); Carleen Stout (carleen.stout@cityofmobile.org)
Subject: FW: Vacation Request - Meadow Drive ROW
Attachments: packet_Alabama Export Railroad.pdf

Good afternoon,

Attached is a vacation request for a portion of Meador Drive right-of-way.

I appreciate your promptness in letting me know if your department has any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Amberger, Nicholas
Sent: Monday, April 8, 2024 3:48 PM
To: Gauthier, Lana; Morris, Anthony; Stout, Carleen; Hoffman, Bert; White, Jennifer; Kern, Chris; Penn, D M; Harris, Richard
Subject: RE: Vacation Request - Meadow Drive ROW

Lana/all,

Just a brief update. We are having conversations with the applicants Attorney as the vacation request has an overlap with a future phase of a City project.

We hope to have this resolved soon.

Thanks,
Nick

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, March 25, 2024 2:07 PM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Meador Drive ROW

Good afternoon,

Attached is a vacation request for a portion of Meador Drive right-of-way.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Cink, Joseph
Sent: Monday, April 22, 2024 11:01 AM
To: Gauthier, Lana
Subject: Re: Vacation Request - Old Knollwood Hospital

Morning Lana,

Fire has no objection to the vacation as long as the hydrant remains accessible and operational.

Respectfully,

Joseph "Victor" Cink, Inspector
Mobile Fire-Rescue Department
Community Risk Reduction
2851 Old Shell Rd. Mobile, Al 36607
Cell: (251) 406-4806
Office: (251) 208-5801
Email: joseph.cink@cityofmobile.org

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Amberger, Nicholas
Sent: Monday, April 22, 2024 9:22 AM
To: Gauthier, Lana; Morris, Anthony; Stout, Carleen; Hoffman, Bert; White, Jennifer; Kern, Chris; Penn, D M; Harris, Richard
Cc: Forrester, John; Greene, Jennifer
Subject: RE: Vacation Request - Meadow Drive ROW

Follow Up Flag: Follow up
Flag Status: Flagged

Lana,

Good morning, we met with the applicant to discuss their request and a future City effort.

Engineering is ok with the vacation but like the MAWSS response, we have facilities in the area requested to be vacated and need to retain easements over the area being vacated.

Please let me know if there are any questions.

Thanks,
Nick

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, March 25, 2024 2:07 PM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Meadow Drive ROW

Good afternoon,

Attached is a vacation request for a portion of Meador Drive right-of-way.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, April 22, 2024 12:45 PM
To: Stephen Harvey
Subject: FW: Vacation Request - Meadow Drive ROW

Good afternoon, Mr. Harvey,

Please see the City Engineer's response below regarding your client's vacation request.

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Amberger, Nicholas <nick.amberger@cityofmobile.org>
Sent: Monday, April 22, 2024 9:22 AM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>; Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Cc: Forrester, John <forresterj@cityofmobile.org>; Greene, Jennifer <jennifer.greene@cityofmobile.org>
Subject: RE: Vacation Request - Meadow Drive ROW

Lana,

Good morning, we met with the applicant to discuss their request and a future City effort.

Engineering is ok with the vacation but like the MAWSS response, we have facilities in the area requested to be vacated and need to retain easements over the area being vacated.

Please let me know if there are any questions.

Thanks,
Nick

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, March 25, 2024 2:07 PM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Meadow Drive ROW

Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, April 22, 2024 12:47 PM
To: Stout, Carleen
Cc: Lewis, Rhonda
Subject: RE: Vacation Request - Meadow Drive ROW

Good afternoon, Carleen,

Please let me know if you have any objections and the vacation fee as soon as possible as this is a time sensitive matter.

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Stout, Carleen <carleen.stout@cityofmobile.org>
Sent: Tuesday, March 26, 2024 8:41 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Cc: Lewis, Rhonda <rhonda.lewis@cityofmobile.org>
Subject: Fwd: Vacation Request - Meadow Drive ROW

Lana - Putting this one in the queue!

Begin forwarded message:

> **From:** "Gauthier, Lana" <lana.gauthier@cityofmobile.org>
> **Date:** March 25, 2024 at 2:07:18 PM CDT
> **To:** "Morris, Anthony" <anthony.morris@cityofmobile.org>, "Stout, Carleen" <carleen.stout@cityofmobile.org>, "Hoffman, Bert" <hoffmanb@cityofmobile.org>, "White, Jennifer" <whitej@cityofmobile.org>, "Kern, Chris" <chris.kern@cityofmobile.org>, "Amberger, Nicholas" <nick.amberger@cityofmobile.org>, "Penn, D M" <pennd@cityofmobile.org>, "Harris, Richard" <harrisr@cityofmobile.org>
> **Subject: Vacation Request - Meadow Drive ROW**
>
> Good afternoon,
>
> Attached is a vacation request for a portion of Meador Drive right-of-way.
>
> Please advise if you have any objections.
>
> Lana Pafenbach
> Assistant City Clerk

Gauthier, Lana

From: Stout, Carleen
Sent: Monday, April 22, 2024 2:42 PM
To: Gauthier, Lana; Amberger, Nicholas; Morris, Anthony; Hoffman, Bert; White, Jennifer; Kern, Chris; Penn, D M; Harris, Richard
Cc: Forrester, John; Greene, Jennifer
Subject: RE: Vacation Request - Meadow Drive ROW

Follow Up Flag: Follow up
Flag Status: Flagged

Lana – Attached is the valuation preapred by the real estate dept! Please let us know if we can be of further assistance! Thanks, Carleen

Meador Drive Vacation

Adjoining Properties	Tax assessor Fair Mkt Value 2023	Sq. Ft.	FMV / SF
Lot 2, Key No. 710564	$163,900	147,847.19	$1.11
Lot 3, Key No. 710573	$274,400	181,003	$1.52
		Average	1.32

$1.32/ SF AVERAGE X 32,365.63 (SF TO BE VACATED) = $42,722.63

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, April 22, 2024 12:32 PM
To: Amberger, Nicholas <nick.amberger@cityofmobile.org>; Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Cc: Forrester, John <forresterj@cityofmobile.org>; Greene, Jennifer <jennifer.greene@cityofmobile.org>
Subject: RE: Vacation Request - Meadow Drive ROW

Thank you, Nick.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Amberger, Nicholas <nick.amberger@cityofmobile.org>
Sent: Monday, April 22, 2024 9:22 AM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>; Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Cc: Forrester, John <forresterj@cityofmobile.org>; Greene, Jennifer <jennifer.greene@cityofmobile.org>
Subject: RE: Vacation Request - Meadow Drive ROW

Lana,

Good morning, we met with the applicant to discuss their request and a future City effort.

Engineering is ok with the vacation but like the MAWSS response, we have facilities in the area requested to be vacated and need to retain easements over the area being vacated.

Please let me know if there are any questions.

Thanks,
Nick

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, March 25, 2024 2:07 PM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Meadow Drive ROW

Good afternoon,

Attached is a vacation request for a portion of Meador Drive right-of-way.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Tuesday, April 23, 2024 8:23 AM
To: Greene, Jennifer; Stout, Carleen
Cc: Amberger, Nicholas; Morris, Anthony; Hoffman, Bert; White, Jennifer; Kern, Chris; Penn, D M; Harris, Richard; Forrester, John
Subject: RE: Vacation Request - Meadow Drive ROW

Thank you, Jenn.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Greene, Jennifer <jennifer.greene@cityofmobile.org>
Sent: Monday, April 22, 2024 5:05 PM
To: Stout, Carleen <carleen.stout@cityofmobile.org>; Gauthier, Lana <lana.gauthier@cityofmobile.org>
Cc: Amberger, Nicholas <nick.amberger@cityofmobile.org>; Morris, Anthony <anthony.morris@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>; Forrester, John <forresterj@cityofmobile.org>
Subject: RE: Vacation Request - Meadow Drive ROW

Hi Lana –

As Nick stated, we met with the applicant due to some City construction projects in the vicinity of the vacation request. There will be some easement requests in relation to this that we are working through.

Thanks,
Jenn

From: Stout, Carleen <carleen.stout@cityofmobile.org>
Sent: Monday, April 22, 2024 5:02 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Cc: Amberger, Nicholas <nick.amberger@cityofmobile.org>; Morris, Anthony <anthony.morris@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>; Forrester, John <forresterj@cityofmobile.org>; Greene, Jennifer <jennifer.greene@cityofmobile.org>
Subject: Re: Vacation Request - Meadow Drive ROW

No objections!

On Apr 22, 2024, at 4:44 PM, Gauthier, Lana <lana.gauthier@cityofmobile.org> wrote:

Gauthier, Lana

From: Gauthier, Lana
Sent: Tuesday, April 23, 2024 8:24 AM
To: Stout, Carleen
Cc: Amberger, Nicholas; Morris, Anthony; Hoffman, Bert; White, Jennifer; Kern, Chris; Penn, D M; Harris, Richard; Forrester, John; Greene, Jennifer
Subject: RE: Vacation Request - Meadow Drive ROW

Thank you.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Stout, Carleen <carleen.stout@cityofmobile.org>
Sent: Monday, April 22, 2024 5:02 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Cc: Amberger, Nicholas <nick.amberger@cityofmobile.org>; Morris, Anthony <anthony.morris@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>; Forrester, John <forresterj@cityofmobile.org>; Greene, Jennifer <jennifer.greene@cityofmobile.org>
Subject: Re: Vacation Request - Meadow Drive ROW

No objections!

> On Apr 22, 2024, at 4:44 PM, Gauthier, Lana <lana.gauthier@cityofmobile.org> wrote:
>
> Thank you, Carleen.
>
> Does the Real Estate department have any objections?
>
> Thank you,
>
> Lana Pafenbach
> Assistant City Clerk
> City Clerk's Office
> City of Mobile
> (251) 208-7474

From: Stout, Carleen <carleen.stout@cityofmobile.org>
Sent: Monday, April 22, 2024 2:42 PM

Gauthier, Lana

From: Gauthier, Lana
Sent: Tuesday, April 23, 2024 12:46 PM
To: 'Stephen Harvey'
Subject: Meador Drive Vacation Valuation

Good afternoon,

Below is the City's valuation for the requested vacation:

Meador Drive Vacation

Adjoining Properties	Tax assessor Fair Mkt Value 2023	Sq. Ft.	FMV / SF
Lot 2, Key No. 710564	$163,900	147,847.19	$1.11
Lot 3, Key No. 710573	$274,400	181,003	$1.52
		Average	1.32

$1.32/ SF AVERAGE X 32,365.63 (SF TO BE VACATED) = $42,722.63

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Thursday, April 25, 2024 10:18 AM
To: Michael Linder
Subject: Meador Drive Vacation

Michael,

Please let me know if this time line adheres to the City code and State statute.

- 4/30 call for public hearing.
- 5/1 mail copy of Notice to property owners & utility companies.
- 5/1 post copy of Notice on the bulletin board in Government Plaza.
- Publish Notice for 4 consecutive weeks:
  5/8
  5/15
  5/22
  5/29
- 5/20 the applicant submits pictures of 2 signs posted.
- 6/4 public hearing.

Thank you!

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Thursday, April 25, 2024 1:25 PM
To: Stephen Harvey
Subject: RE: Meador Drive Vacation Valuation

Good afternoon,

Here is the timeline and your next steps for the vacation request:

- 4/30 call for public hearing on Council agenda.
- 5/1 Clerk's office will mail copy of Notice to property owners & utility companies.
- 5/1 Clerk's office will post copy of Notice on the bulletin board in Government Plaza.
- Clerk's office will publish Notice for 4 consecutive weeks and send confirmation of advertising costs to you:
  5/8
  5/15
  5/22
  5/29
- 5/20 the applicant submits pictures to me of 2 signs posted.
- 6/4 public hearing and first read of the resolution for the vacation.

Please let me know if you have any questions.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Stephen Harvey <sharvey@mcdowellknight.com>
Sent: Tuesday, April 23, 2024 2:23 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Subject: RE: Meador Drive Vacation Valuation

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.

Thank you. Do we have a time line or schedule for submission of the vacation application to the city council, or what are the next steps?

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Tuesday, April 23, 2024 12:46 PM
To: Stephen Harvey <sharvey@mcdowellknight.com>
Subject: Meador Drive Vacation Valuation

Good afternoon,

Below is the City's valuation for the requested vacation:

Meador Drive Vacation

Adjoining Properties	Tax assessor Fair Mkt Value 2023	Sq. Ft.	FMV / SF
Lot 2, Key No. 710564	$163,900	147,847.19	$1.11
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		Average	1.32

$1.32/ SF AVERAGE X 32,365.63 (SF TO BE VACATED) = $42,722.63

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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	5/30/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/30/2024 - 2:28 PM

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED by the City Council of the City of Mobile that the right-of-way fee for the vacation of a portion of a portion of Meador Drive right-of-way, by the Council as per Resolution 47-512 is hereby set at $42,722.63.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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	5/30/2024
attachment	Cover Memo	5/30/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/30/2024 - 2:43 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
Paul Prine	1. Any and all documents relating to an agreement executed between the City of Mobile, AL and 321z Insights LLC 2. Any and all documents related to the chain of command of the GCTC, including allegations that you were improperly cut out of or unable to use GCTC resources 3. Any and all documents relating to an alleged breakdown of relations between you and the Administration of the City of Mobile 4. Any and all written grievances filed or submitted by you to the City of Mobile	6/5/24
Kevin Levy	1. All and all documents relating to an agreement executed between the City of Mobile, AL and 321z Insights LLC 2. Any and all communications with Paul Prine. concerning Paul Prine's performance as Chief of Police 3. Any and all communications with any of the following individuals: a. Mark Baker b. Jonni Baker c. Any of representative of 321z Insights LLC 4. Any and all communications with the following individuals concerning Paul Prine: a. Robert Lasky b. William "Sandy" Stimpson c. James Barber d. Any employee of the City of Mobile	6/10/24
William "Sandy" Stimpson	1. All and all documents relating to an agreement executed between the City of Mobile, AL and 321z Insights LLC. 2. Any and all documents related to the chain of command of the GCTC, including allegations that Paul Prine was improperly cut out of or unable to use GCTC resources 3. Any and all documents relating to an alleged breakdown of relations between Paul Prine and the Administration of the City of Mobile 4. Any and all documents relating to Any and all written grievances filed or submitted by Paul Prine to the City of Mobile 5. Any and all communications with the following individuals concerning Paul Prine's performance as Chief of Police: a. Kevin Levy b. James Barber c. Robert Lasky d. Any employee of the City of Mobile	6/10/24
Robert Lasky	1. All and all documents relating to an agreement executed between the City of Mobile, AL and 321z Insights LLC. 2. Any and all documents related to the chain of command of the GCTC, including allegations that Paul Prine was improperly cut out of or unable to use GCTC resources 3. Any and all documents relating to an alleged breakdown of relations between Paul Prine and the Administration of the City of Mobile 4. Any and all documents relating to Any and all written grievances filed or submitted by Paul Prine to the City of Mobile 5. Any and all communications with the following individuals concerning Paul Prine's performance as Chief of Police: a. Kevin Levy b. James Barber c. William "Sandy" Stimpson d. Any employee of the City of Mobile	6/10/24
James Barber	1. All and all documents relating to an agreement executed between the City of Mobile, AL and 321z Insights LLC. 2. Any and all documents related to the chain of command of the GCTC, including allegations that Paul Prine was improperly cut out of or unable to use GCTC resources 3. Any and all documents relating to an alleged breakdown of relations between Paul Prine and the Administration of the City of Mobile 4. Any and all documents relating to Any and all written grievances filed or submitted by Paul Prine to the City of Mobile 5. Any and all communications with the following individuals concerning Paul Prine's performance as Chief of Police: a. Kevin Levy b. Robert Lasky c. William "Sandy" Stimpson d. Any employee of the City of Mobile	6/10/24

Jonni Baker	1. All and all documents relating to an agreement executed between the City of Mobile, 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 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	6/10/24
Mark Baker	1. All and all documents relating to an agreement executed between the City of Mobile, 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 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	6/10/24
Custodian of Records, 321z	1. All and all documents relating to an agreement executed between the City of Mobile, 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 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	6/10/24
Custodian of Records, City of Mobile	To be filled following discussion with Mobile City Attorneys	6/10/24

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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.

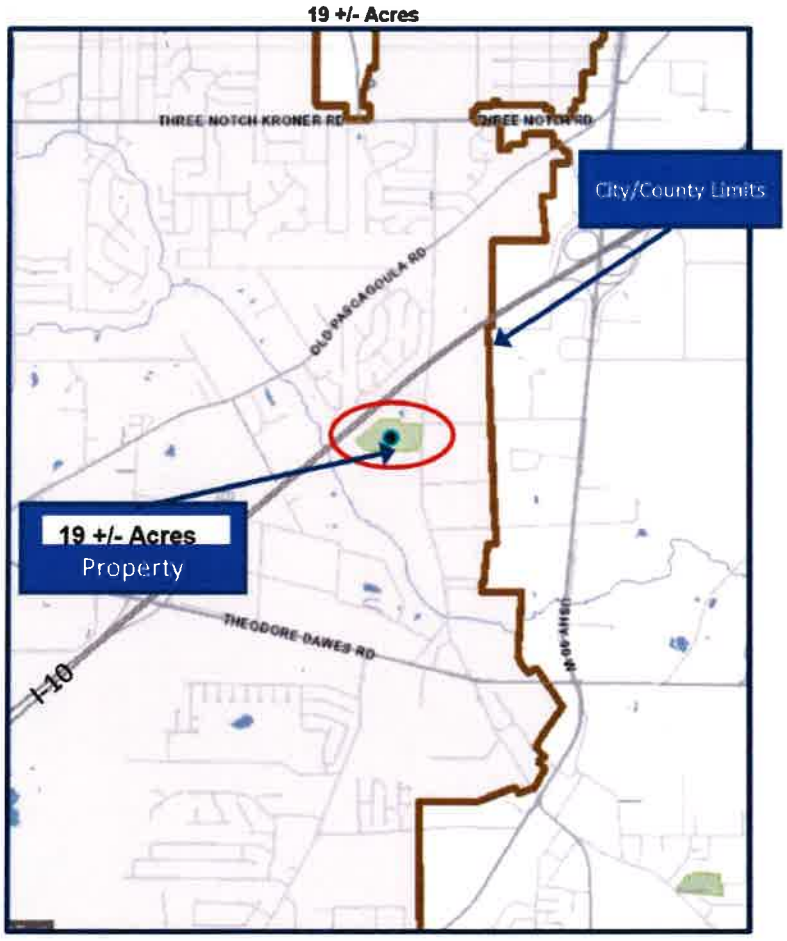


Exhibit "B"
Form of General Assignment

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.

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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.

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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:6/11/2024

Submitted by:

Jennifer Greene, Program and Project Management

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize grant application to the Alabama Department of Environmental Management (ADEM) in the amount of $1,000,000.00 for the Scrap Tire Marketing Program. There is no match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $1,000,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	6/5/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	6/5/2024 - 5:06 PM
Legal	Barfield, Becky	Approved	6/6/2024 - 12:34 PM
Legal	Barfield, Becky	Approved	6/6/2024 - 12:34 PM
Mayors Office	Barber, James	Approved	6/6/2024 - 1:32 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Alabama Department of Environmental Management (ADEM), grant assistance in the amount of $1,000,000.00 in support of the Scrap Tire Marketing Program. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Alabama Department of Environmental Management, Scrap Tire Marketing Program. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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	6/6/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/6/2024 - 10:55 AM

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail Liquor License
Submitted by:	Facility Concession Services, LLC
Location:	Rock the Country 1035 Cody Road North Mobile, AL 36608

Adopted:

_____
City Clerk

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/30/2024	NEW APPLICATION	2024 - 5660	129188	7	June 11, 2024

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)
140 - SPECIAL EVENTS RETAIL

Legal Business Name
FACILITY CONCESSION SERVICES LLC

Trade Name (DBA)
ROCK THE COUNTRY

Location Address
1035 CODY ROAD NORTH

City, State, Zip Code
MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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Alabama Alcoholic Beverage Control Board
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Location Address

1035 CODY ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

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

Date: **June 6, 2024**

Re: **Application # 5660 / 1035 Cody Rd. N.**

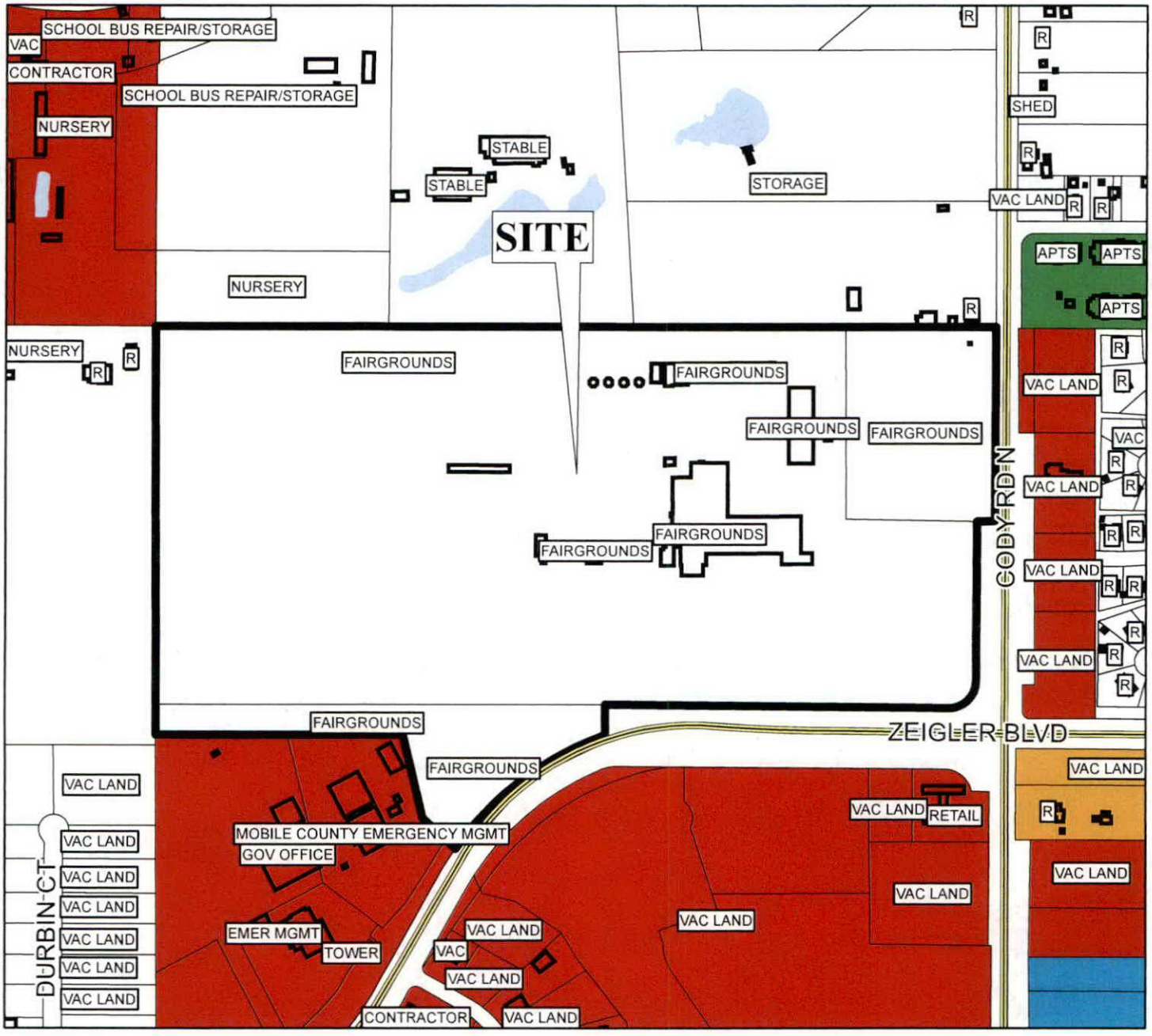
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1 and has a non-conforming status. This is to advise that a special event with special retail sales is a permitted use under the nonconforming status.

The site has a nonconforming status with regard to parking.

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

The site is located in District # 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5660 DATE 6/11/2024

APPLICANT FACILITY CONCESSION SERVICES LLC

LOCATION 1035 CODY RD N

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/30/2024	NEW APPLICATION	2024 - 5660	129188	7	June 11, 2024

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

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

FACILITY CONCESSION SERVICES LLC

Trade Name (DBA)

ROCK THE COUNTRY

Location Address

1035 CODY ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

Contact Person Information

Name	Title	POA	Phone	Email
KEZIA FREDRICKSEN	LCNS MGR	NO		KFREDRICKSEN@SPECTRUMFCS.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 06/21/2024

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

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/30/2024	NEW APPLICATION	2024 - 5660	129188	7	June 11, 2024

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
140 - SPECIAL EVENTS RETAIL	

Business Information

Legal Business Name	Trade Name (DBA)
FACILITY CONCESSION SERVICES LLC	ROCK THE COUNTRY

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	07/13/1990	116006300	TX	

Federal Tax ID (FEIN)	Alabama Sales Tax ID	Business Phone Number	
76-0314914	R010482507		

Physical Address (Street Address, Suite #)	City	State	Zip Code
1035 CODY ROAD NORTH	MOBILE	AL	36608

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Primary Business Activity at this Location	Explain (other)	If Location Transfer, Previous Name and Address and Zip Code
OTHER	FAIR GROUNDS	N/A

Contact Person Information

Name	Title	POA	Phone	Email
KEZIA FREDRICKSEN	LCNS MGR	NO		.FREDRICKSEN@SPECTRUMFCS.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
GREATER GULF STATE FAIR INC		MADISON@MOBILEFAIR.COM

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
1035 CODY ROAD NORTH	MOBILE	AL	36608

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
71,000	14,262	YES	NO	ONE STORY	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials DS

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
SMALLEY, DAVID HUGH	CEO		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
29839 ROBINSON ROAD	SPRING	TX	77385
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Phone Number**

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

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

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

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Phone Number**

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

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

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

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

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

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

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

Applicant/POA Initials DS

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

DS The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

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

DS The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

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

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

DS Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
David Smalley	5/30/2024
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
DHSY	CEO

Sworn to and subscribed before me this day of 20 24

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Kezia Fredricksen	Kezalf	07/14/2027

KEZIA FREDRICKSEN
Notary ID #134461107
My Commission Expires
July 14, 2027

Signature Page

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

FACILITY CONCESSION SERVICES LLC dba **ROCK THE COUNTRY**

has made application to the City Council of the City of Mobile for a

140 - SPECIAL EVENTS RETAIL

for the premises located at **1035 CODY ROAD NORTH** , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am Tuesday

June 11, 2024

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant(s) shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

DRS

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE

REVENUE DEPARTMENT

May 30, 2024

SPC EVNT - ROCK THE COUNTRY

1035 CODY ROAD NORTH

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 129188 TERRITORY A-L

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1804540	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

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

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

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

Skinner, Shawn

From: Online Payments <noreply@tylerportico.com>
Sent: Friday, May 31, 2024 12:31 PM
To: Skinner, Shawn
Subject: City of Mobile AL Payment Confirmation

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.



City of Mobile AL payment confirmation

Hi kezia fredricksen,

Thanks for your payment to City of Mobile AL. This email is your receipt.

This purchase will appear on the account statement for your AmericanExpress ending in 1767.

Confirmation #: RPC3J733MJ **May 31, 2024 12:30 PM CDT**

Description	Amount
2024 Business Licenses #1804540	**$50.00**
Subtotal	$50.00
Processing fee	$2.50

Total	**$52.50**

Thank you for your credit card payment. Allow up to 48 hours for your payment to be reflected on your account statement. If you have questions, contact customer service for help.

View this receipt online

City of Mobile AL
205 Government Street, Mobile, AL 36602

Website | Revenue 251 208 7462

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240528110845315

Type License: 140 - SPECIAL EVENTS RETAIL
State: $150.00 **County:** $150.00

Type License:
State: **County:**

Trade Name: ROCK THE COUNTRY
Filing Fee: $50.00

Applicant: FACILITY CONCESSION SERVICES LLC
Transfer Fee:

Location Address: 1035 CODY RD N MOBILE, AL 36608

Mailing Address:

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 116006300

Do you sell Draft Beer?:

Date Incorporated: 07/13/1990 **State incorporated:** TX **County Incorporated:** HARRIS

Date of Authority: 08/06/2015

Federal Tax ID: 76-0314914 **Alabama State Sales Tax ID:** R010482507

Name:	Title:	Date and Place of Birth:	Residence Address:
DAVID HUGH SMALLEY	MEMBER		

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

Contact Person: KEZIA FREDRICKSEN
Business Phor
Fax:

Home Phone:
Cell Phone:
E-mail: KFREDRICKSEN@SPECTRUMFCS.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240528110845315

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: GREATER GULF STATE FAIR INC 251-344-4573
What is lessors primary business? FAIR
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 99999 Display Square Footage:
Building seating capacity: 16 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240528110845315

Initial each — **Signature page**

DS — In reference to law violations, I attest to the truthfulness of the responses given within the application.

DS — In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

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

DS — In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

DS XX — In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

DS XX — In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

DS — In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

DS — I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): David Smalley

Signature of Applicant: DS

Notary Name (print): Kezia Fredricksen

Notary Signature: KFredricksen

KEZIA FREDRICKSEN
Notary ID #134461107
My Commission Expires
July 14, 2027

Commission expires: 07/14/2027

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240528110845315

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 06/21/2024 Ending Date: 06/22/2024
Special terms and conditions for special event/special retail:
EVENT WILL BE HELD AT THE GREATER GULF STATE FAIR GROUNDS AS AN OUT DOOR FESTIVAL ON 06-21-24 THROUGH 06/22/2024. ENTRANCE AND EXITS WILL BE MONITORED, NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE AND THIS IS A NON RENEWABLE LICENSE. BEER, WINE AND LIQUOR WILL BE SERVED.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

What is the applicant(s) primary source of funding?: FCS OWNS AND FUNDS IT OPERATIONS
License Covers: 1035 N CODY RD MOBILE AL 36608
Are there any special restrictions, instructions, and/or conditions for this license?: EVENT WILL BE HELD AT THE GREATER GULF STATE FAIR GROUNDS AS AN OUT DOOR FESTIVAL ON 06-21-24 THROUGH 06/22/2024. ENTRANCE AND EXITS WILL BE MONITORED, NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE AND THIS IS A NON RENEWABLE LICENSE. BEER, WINE AND LIQUOR WILL BE SERVED.

1-787 (Rev. 08-10-2016)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DAVID HUGH SMALLEY
ATTN: KEZIA FREDRICKSEN

Date: 04-30-2024

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

DAVID HUGH SMALLEY

Search Completed Result 04-30-2024 E2024121000000082470

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth:

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of Facility Concession Services Inc., as received and filed in the Office of the Secretary of State on 08/06/2015.

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

03/26/2024

Date

Wes Allen — Secretary of State

20240326000011142

Alabama
Sec. Of State
New Entity F/C
340-829 8/05/2015
Date Time 17:00
150811 9 Pg
File $150.00
Advn $.00
Exp $.00
Total $150.00
05/002

(For SOS Office Use Only)

STATE OF ALABAMA

FOREIGN CORPORATION (BUSINESS OR NON-PROFIT) APPLICATION FOR REGISTRATION

PURPOSE: In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing a Application for Registration along with articles of incorporation or formation duly certified by the official having custody of corporate records in the jurisdiction where the entity was formed pursuant to Section 10A-1-7.04, Code of Alabama 1975.

INSTRUCTIONS: Mail or fax two (2) signed originals of this completed Application for Registration, the documentation referred to in Items 3 and 11 below, and the filing fee of $150.00 (credit card, check, or money order) to the Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama, 36103-5616 or fax to 334-240-3138. The entity will not be registered if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

◉ Business/For-Profit Corporation ○ Non-Profit Corporation

1. The legal name of the foreign entity as recorded in the jurisdiction in which it was formed/incorporated:

   Facility Concession Services Inc.

2. The name of the foreign entity for use in Alabama, if the legal name above is not available in Alabama or the name does not comply with Article 5 of Title 10A. The name must contain the word "corporation" or "incorporated" or an abbreviation of one of the words and satisfy the requirements of 10A-1-7.07:

3. A copy of the name registration letter from the Office of the Alabama Secretary of State is attached.

4. Entity's jurisdiction of formation: Texas

5. Date of the entity's formation in state/country of jurisdiction: 07 / 30 / 1980 (MM/DD/YYYY)

6. The undersigned certifies that the foreign entity exists as a valid entity of the type stated above under the laws of the entity's jurisdiction of formation.

7. The date the foreign entity began or will begin transacting business in Alabama: 07 / 01 / 2015 (MM/DD/YYYY)

8. Street (No PO Boxes) Address of principal office:

   Mailing Address (if different) P O Box 7130

   The Woodlands, Texas 77387-7130

FOREIGN CORPORATION (BUSINESS OR NON-PROFIT)
APPLICATION FOR REGISTRATION

9. Name of registered agent for service of process (MUST be physically located in Alabama):

Mitchell Johnson

10. Street (No PO Boxes) Address of initial registered office (MUST be physically located in Alabama):

382 Shades Crest Road Hoover, AL 35226

Mailing Address in Alabama (if different)

11. A copy of the foreign entity's articles or certificate of incorporation or association, or other certificate of formation and all amendments thereto, duly certified by the Secretary of State or other official having custody of corporate records in the state or other jurisdiction under whose law the entity is incorporated is attached.

03 / 05 / 2015
Date

David H Smalley
Typed or Printed Name and Title of Signature Below

CEO
Signature of Person Authorized to Sign per 10A-1-4.01, *Alabama Code*

In order to review the sections of the *Code of Alabama 1975* referred to in this filing form you may access www.sos.alabama.gov and click the Government Records tab. Choose the Code of Alabama link to review.

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

Facility Concession Services Inc.

This name reservation is for the exclusive use of Facility Concession Services Inc., P O Bpx 7130, The Woodlands, TX 77387 for a period of one year beginning March 04, 2015 and expiring March 04, 2016

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

March 04, 2015

Date

J. H. Merrill

RES683042

John H. Merrill **Secretary of State**

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Carlos H. Cascos
Secretary of State

Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

FACILITY CONCESSION SERVICES, INC.
Filing Number: 116006300

Articles Of Incorporation	July 13, 1990
Articles Of Amendment	July 30, 1990

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on April 24, 2015.

Carlos H. Cascos
Secretary of State

Alabama
Sec. Of State
New Entity F/C
340-829 8/06/2015
Date 17:00
Time 9 Pg
130811

File	$150.00	
Ackn	$.00	
Exp	$.00	
Total	$150.00	
05/002		

0012600250 4

ARTICLES OF INCORPORATION

OF

Houston THEATER CONCESSIONS, INC.

FILED
In the Office of the
Secretary of State of Texas
JUL 13 1990
Corporations Section

I, the undersigned natural person of the age of eighteen (18) years of age or more, acting as incorporator of a corporation under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

NAME Houston

The name of the Corporation is THEATER CONCESSIONS, INC.

ARTICLE TWO

CORPORATE EXISTENCE

The period of duration of this Corporation is perpetual.

ARTICLE THREE

PURPOSE

The purpose for which the Corporation is organized is to transact any and all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

SHARES AND REQUIRED CAPITAL

The aggregate number of shares which the Corporation shall have the authority to issue is TEN THOUSAND (10,000) SHARES without par value. The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand and No/100ths ($1,000.00) Dollars consisting of money, labor done, or property actually received.

ARTICLE FIVE

DENIAL OF PREEMPTIVE RIGHTS AND CUMULATIVE VOTING

The Shareholders of this Corporation shall not have the preemptive right to subscribe to any issues of shares or securities of this Corporation.

No Shareholder shall have the right to cumulate his votes at any election for Directors of this Corporation.

ARTICLE SIX

BY-LAWS

The Shareholders of the Corporation do hereby delegate to the Board of Directors the power to adopt, alter, amend, or repeal the By-Laws of the Corporation; such power shall be deemed to be vested exclusively in the Board of Directors and shall not be exercised by the Shareholders.

ARTICLE SEVEN

REGISTERED AGENT AND ADDRESS

The address of its initial registered office is 515 Post Oak Boulevard, Suite 300, Houston, Texas 77027, and the name of its registered agent at such address is DAVID M. ANDERSON.

ARTICLE EIGHT

DIRECTORS

The number of Directors shall be fixed by the By-Laws of the Corporation and until changed by the By-Laws shall be one; the name and address of the person who is to serve as Director until the First Annual Meeting of the Shareholders, or until his successor is elected and qualified, is:

1 0 1 2 6 0 0 2 5 0 6

David M. Anderson
515 Post Oak Boulevard
Suite 300
Houston, Texas 77027

ARTICLE NINE

INCORPORATION

The name and address of the Incorporator is:

David M. Anderson
515 Post Oak Boulevard
Suite 300
Houston, Texas 77027

IN WITNESS WHEREOF, the undersigned Incorporator of this Corporation has executed these Articles of Incorporation on July 11, 1990.

DAVID M. ANDERSON

THE STATE OF TEXAS S

COUNTY OF HARRIS S

BEFORE ME, the undersigned authority, on this date personally appeared David M. Anderson, who, being duly sworn, declared that he is the person whose name is subscribed to the above and foregoing Articles of Incorporation as Incorporator, and that the statements and allegations therein contained are true.

IN WITNESS WHEREOF, I hereunto set my hand and seal of office on July 11, 1990.

Notary Public (*) State of Texas

AUDRA WOOD
Notary Public, State of Texas
My Commission Expires 8/12/93

Alabama
Sec. Of State
New Entity
340-829
Date 8/05/2015
Time 15:08:11
F/C 17:00
9 Pg
File $150.00
Achn $.00
Exp $.00
Total $150.00
05/002

0 0 1 2 6 / 0 1 1 4

FILED
In the Office of the
Secretary of State of Texas

JUL 30 1990

Corporations Section

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF HOUSTON THEATER CONCESSIONS, INC., BY DIRECTORS

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned Directors adopt the following Article of Amendment to the Articles of Incorporation of HOUSTON THEATER CONCESSIONS, INC.:

ARTICLE ONE

The name of the Corporation is HOUSTON THEATER CONCESSIONS, INC.

ARTICLE TWO

The following Amendment to the Articles of Incorporation was adopted by the Board of Directors of the Corporation on July 27, 1990:

The Amendment alters Article One, being the name of the Corporation is hereby changed from Houston Theater Concessions, Inc. to FACILITY CONCESSION SERVICES, INC.

ARTICLE THREE

The foregoing Amendment was adopted by the undersigned, who is the sole Director of the Corporation. No shares have been issued as of

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment to the Articles of Incorporation on July 27, 1990.

David M. Anderson
DAVID M. ANDERSON, Director

0012670145

THE STATE OF TEXAS S
S
COUNTY OF HARRIS S

BEFORE ME, the undersigned authority, on this date personally appeared David M. Anderson, who, being duly sworn, declared that he is the person whose name is subscribed to the foregoing Amendment to the Articles of Incorporation as Director, and that the statement contained therein is true and correct.

IN WITNESS WHEREOF, I hereunto set my hand and seal of office on July 27, 1990.

KRISTINE LYNNES
COMMISSION EXPIRES
JULY 23, 1990

NOTARY PUBLIC (*) STATE OF TEXAS

Alabama
Sec. Of State

New Entity
340-829 F/C
Date 8/06/2015
Time 17:00
150811 9 Pg

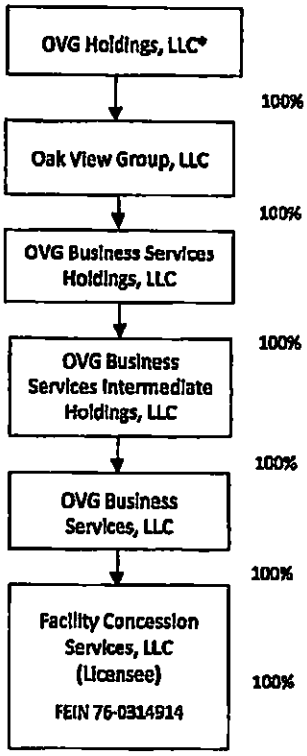
File	$150.00
Ackn	$.00
Exp	$.00
Total	$150.00

05/002

PROPOSED ORGANIZATIONAL STRUCTURE OF

FACILITY CONCESSION SERVICES, LLC

(UPON CLOSING AND CONVERSION)



** There are no individual investors and/or shareholders who will ultimately hold more than 5% ownership interest in Facility Concession Services, LLC. as a result of this transaction.*

SLP V Olympian Aggregator, L.P., the majority member of OVG Holdings, LLC. is under the management and control of Silver Lake Partners, a leading global technology investment firm with approximately $88 billion under management across a wide and diversified spectrum of credit related investments around the globe. While each fund under the control of SLP V Olympian Aggregator, L.P. invests in many different areas of the economy, it does not hold investments in the retail tier of the alcoholic beverage industry.

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0423228201
Apr. 03, 2024 LTR 3064C 0
76-0314914 000000 00
Input Op: 0423228201 00059874
BODC: LM

FACILITY CONCESSION SERVICES LLC
% OVG HOLDINGS LLC SOLE MBR

028989

Dear Taxpayer:

Thank you for your Form 8832, Entity Classification Election.

We have updated your account to reflect your state conversion. Your account has been updated to show that your company is classified as a disregarded separate entity with an effective date of July 29, 2022. Your Subchapter S Election has been terminated effective July 29, 2022.

Find tax forms or publications by visiting IRS.gov/forms or calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call the Entity Dept. at 801-620-6449 between 12:01 a.m. and 11:59 p.m. MDT.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and write your telephone number and the hours we can reach you.

Keep a copy of this letter for your records.

Thank you for your cooperation.

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0457977162
Feb 22, 2012 LTR 147C
76-0314914

FACILITY CONCESSION SERVICES INC

Taxpayer Identification Number: 76-0314914

Form(s): 941 1120 940

Dear Taxpayer:

This letter is in response to your telephone inquiry of February 22nd, 2012.

Your Employer Identification Number (EIN) is 76-0314914. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. A. Harris
1000247438
Customer Service Representative

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

FACILITY CONCESSION SERVICES LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R010482507	01/1/2024	12/31/2024

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

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

15920 US-80 OPELIKA AL 36804-0000
27328 SPECTRUM WAY OAK RIDGE NORTH TX 77385-2100

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY
REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork **COMG AT SW COR OF SEC 7 MOB CO RUN S 89 DEG 30 MIN E 769 FT N 00 DEG 18 MIN E 250 FT TH N 89 DEG 30 MIN W 769 FT 250 FT(S) TO BEG LOT A SURVEY OF N 1/2 SEC 7 DBK 766 P 100 MBK 10 P 46 #SEC 07 T4S R2W #MP28 03 07 1 000**

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by **Facility Concession Services, LLC**

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

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

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

Sworn to and subscribed before me this 30th day of MAY 20 24

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Kezia Fredricksen	Kezalf	07/14/2027

Notary Stamp

KEZIA FREDRICKSEN
Notary ID #134461107
My Commission Expires
July 14, 2027

Owner of Property (Print Name)
Greater Gulf State Fair, Inc

Owner of Property (Signature)

Street Address
1035 N Cody Rd

City, State, Zip
Mobile AL 36608

Date Agreement Signed

Applicant Name (Print Name)
David Smalley

Applicant Name (Signature)

Street Address

Revision Date 10.23.2023

My Place

Information for address:
1035 CODY RD N

- **Parcel Information:**

Key / ID:
00479574 / R022803074000001.000
Owner:
Greater Gulf State Fair Inc
P O Box 8307

Mobile, Al 36689

Subdivision:
None

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**
Community Block Grant Area

- **Revenue District:**
7

- **Township/Range/Section:**
4s2w07

- **Tract Census 2010:**
006402

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1745960.189
Y: 259636.499

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



Services:

- **Fire District:**
Fire Station 1 Lloyd J Freeman

- **Garbage Pickup Day:**
No Service-Null - Route Null

- **Police Precinct / Beat:**
Precinct - 4 / Beat - 44

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

- **Trash Pickup Day:**
N/A

Political:

- **City Council District:**
7 - Gina Gregory
- **County Commissioner District:** 2
- **State House District:** 101
- **State Senate District:** 34

School:

- **Elementary School District:**
Orchard
- **High School District:**
Blount
- **Middle School District:**
Scarborough
- **School Board District:** 1

Flooding Information:

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

TextMyGov

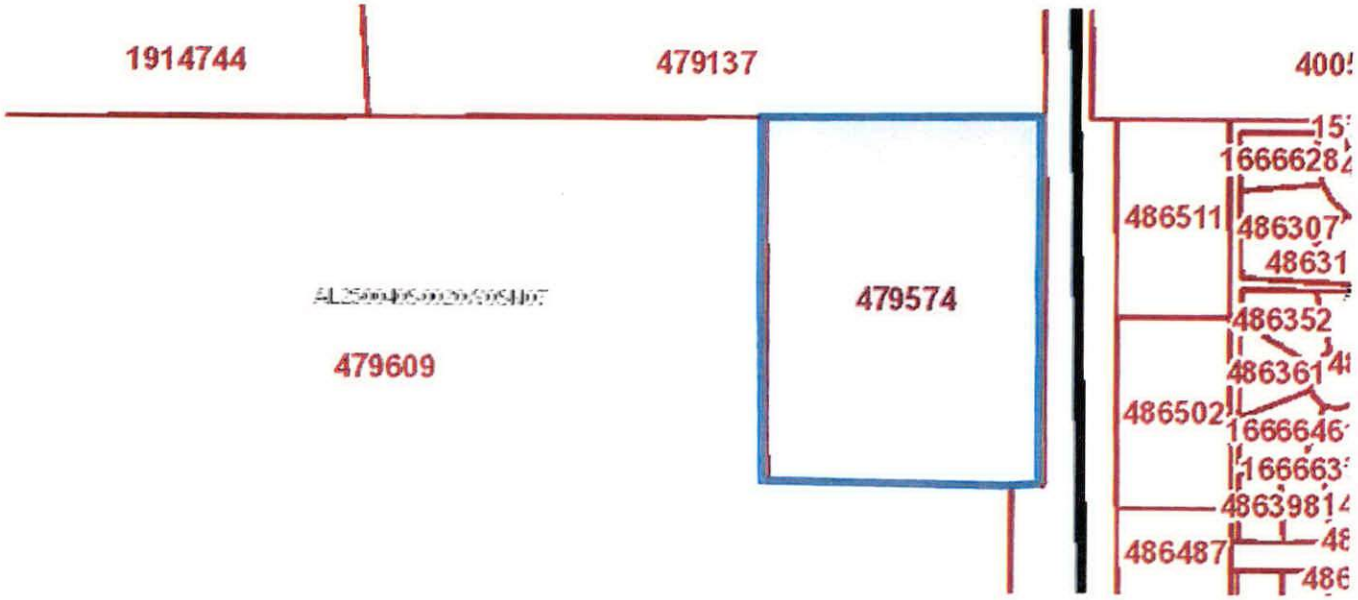
In This Section

Mapping

Mobile County Property Search

Key Number: 479574 For Year 2024

Map



Property Details

Account

Key Number:	479574
Legal Description:	COMG AT NE COR OF NE 1/4 OF SE 1/4 OF SEC 7 T4S R2W RUN TH W ALG N/L OF SD 1/4 1/4 40 FT TO A PT ON W R/W LINE OF CODY RD NOW LOC TH CONT RUN W ALG SD N/L OF NE 1/4 OF SE 1/4 490 FT M/L TO PT TH RUN S 631 FT M/L TH RUN E 490 FT M/L TO PT ON W R/W LINE OF CODY RD RUN TH N ALG SD W R/W 631 FT M/L TO POB #SEC 7 T4S R2W #MP28 03 07 4 000
Parcel Number:	2803074000001XXX
Type:	Real
Property Class:	2

Location

Address:	CODY RD CO

Owner

Name:	GREATER GULF STATE FAIR INC
Mailing Address:	P O BOX 8307
	MOBILE , AL 36689

ALABAMA

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

140 SPECIAL EVENTS RETAIL

Legal Business Name

FACILITY CONCESSION SERVICE, LLC

Trade Name (DBA)

ROCKTOP CONCERT

Location Address

[illegible]

Application Number

2024-3661

Notice Post Date @ Location

05/30/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

June 11, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

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

SPECTRUM

CATERING • CONCESSIONS • EVENTS

CONCESSIONS AGREEMENT
Effective Date: [March 29, 2024]

This Concessions Agreement (this "**Agreement**") is made as of the Effective Date by and between Facility Concession Services, LLC, d/b/a Spectrum Catering, Concessions, and Events ("**Concessionaire**"), and RTC Gallatin, LLC d/b/a Rock the Country, a limited liability company ("**Organizer**").

BACKGROUND

Organizer intends to host a series of multi-day music festival events currently known as Rock the Country Music Festival (collectively, the "**Event**" and each individual, multi-day festival of the Event a "**Festival**") on the grounds of the venues set forth on Schedule A (the "**Venues**" and each a "**Venue**"). Concessionaire is in the business of operating food and beverage concessions services and providing catering services at festivals, tournaments, and other events. Organizer desires to grant to Concessionaire the exclusive right and privilege to: **(1)** manage and operate the beverage concessions services during certain Festivals to be held on the dates set forth on Schedule A at the corresponding Venue (the "**Concession Dates**"); and **(2)** in connection with certain Festivals, provide food and beverage catering services for staff, artists, artist affiliates and the like (for each such Festival, a "**Catering Event**"), on the dates set forth on Schedule A at the corresponding Venue (the "**Catering Dates**" and together with the Concession Dates, the "**Event Dates**"). Concessionaire desires to accept the right and privilege to exclusively manage and operate such concessions services and provide such catering services, subject to the terms and conditions contained herein. The parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Capitalized terms used in this Agreement and not defined elsewhere in this Agreement shall have the following meanings:

Applicable Laws: all federal, state and/or local, laws, rules, regulations and/or official orders, applicable to either party's performance under this Agreement, including, without limitation, those relating to the sale of alcohol within the state where the applicable Venue is located.

Concession Beverage Alcohol Sales: the sale of all alcoholic beverages, including distilled spirits, beers, malt beverages and wines during the Event.

Concession Beverage Non-Alcohol Sales: the sale of all non-alcoholic beverages, including water, soda, tea, coffee, etc., during the Event.

Catering Services: the business of managing and providing (or causing to be provided) food and non-alcoholic beverage service of catered meals for staff, artists, artist affiliates and the like during the Event.

Concession Services: the business of managing and providing (or causing to be provided) ice, non-alcoholic and alcoholic beverages, in the Designated Areas during the Event. For the avoidance of doubt, the Concession Services do not include the management and provision of food or food products.

Concessionaire Property: temporary buildings, tents, or other enclosures, concession supplies, concession equipment, kitchen equipment and other concession gear, including, consumables, to

Revised line item for section 13 Contract with RTC Gallatin

Concessions: GGSF grants RTC Gallatin, LLC the right to contract with Facility Concession Services, LLC and Burger Boyz LLC for concessions needs.

By: _____
Position: Executive Director
Date: 16 May 2024

LESSEE:

By: _____

Position: Owner

Date: 5-22-24

GREATER GULF STATE FAIR, INC.

By: _____

Position: Exe. Director

Date: 5/22/24

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☐ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☑ Other. Special Event

License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☑ ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Facility Concession Services, LLC	ROCK THE COUNTRY

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
1035 CODY ROAD NORTH	MOBILE	AL	36608

Business Contact Person Information

Name	Title	Phone	Email
Kezia Fredricksen	Licensing Manager		kfredricksen@spectrumfes.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

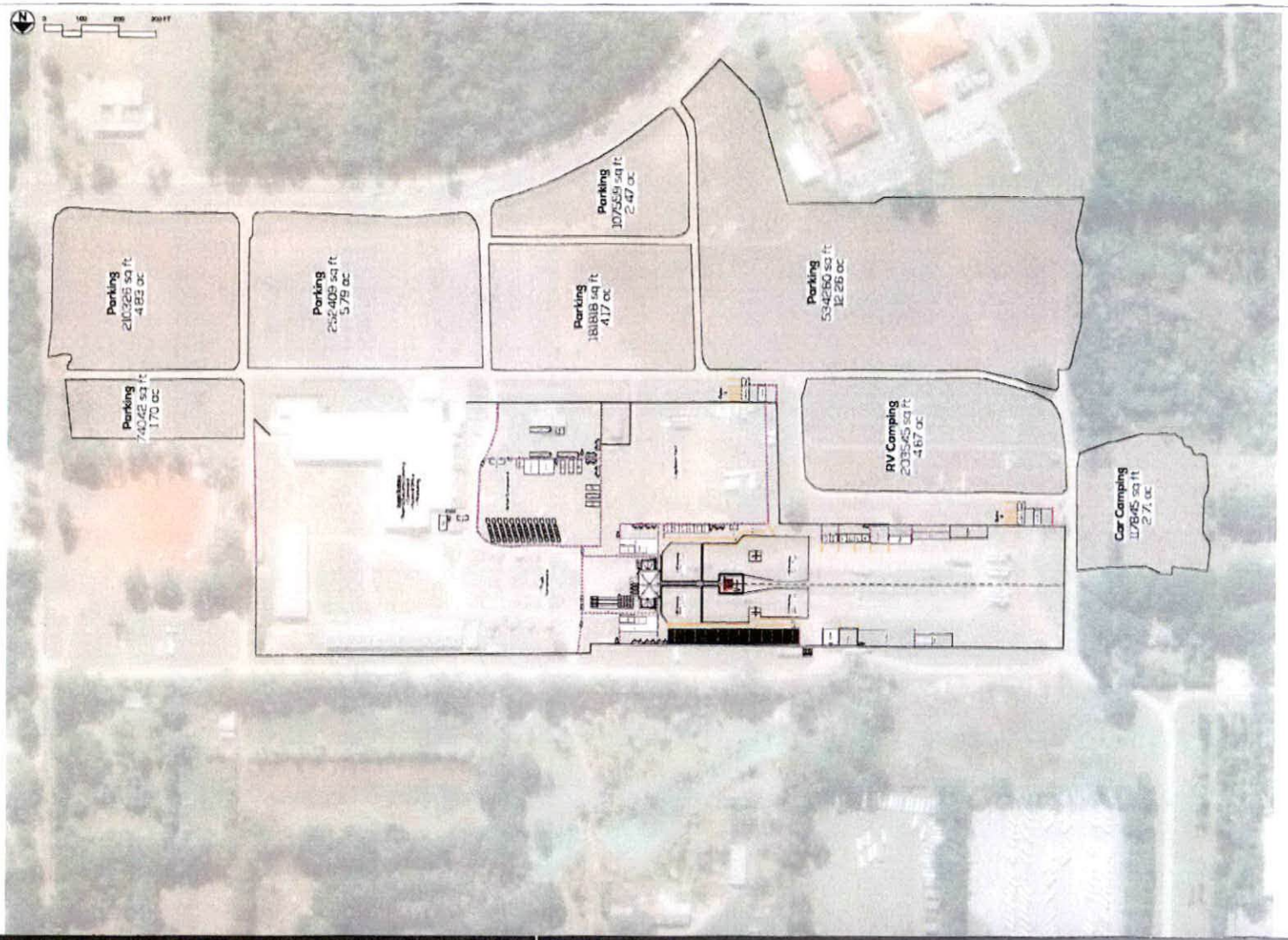
Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
71,000	178+	178	✓	B-3	✓

Comments

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	5-30-2024

Audience Areas

Section	Area (sqft)	Capacity
Total Standing Area		19,306
Total Capacity		11,154



ROCK THE COUNTRY

46 ENTERTAINMENT

PROJECT: Rock the Country 2024

LOCATION: Mobile Alabama

46/ Team

46/ Team

Jan 2, 2024

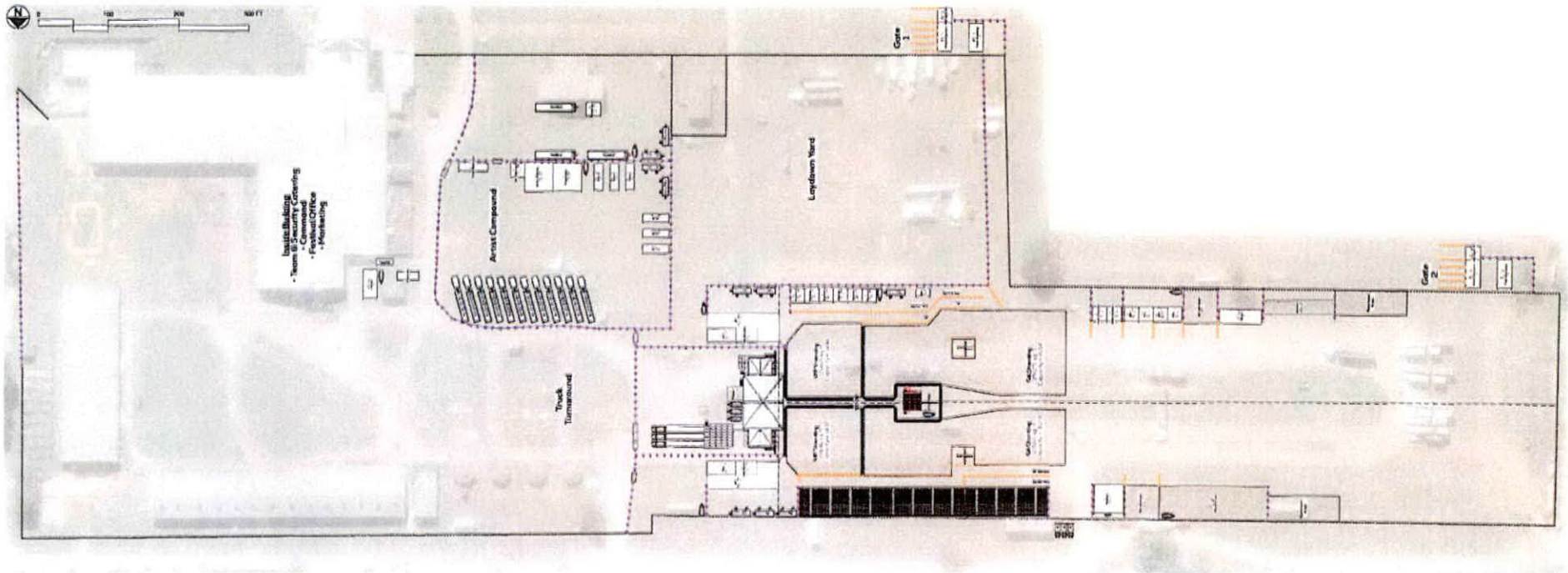
8:53:56 AM

24-RTC-MobileAL-South-240000.vwx

11

Main Site

PAGE 1



ROCK THE COUNTRY

46 ENTERTAINMENT

PROJECT: Rock the Country 2024

LOCATION: Mobile Alabama

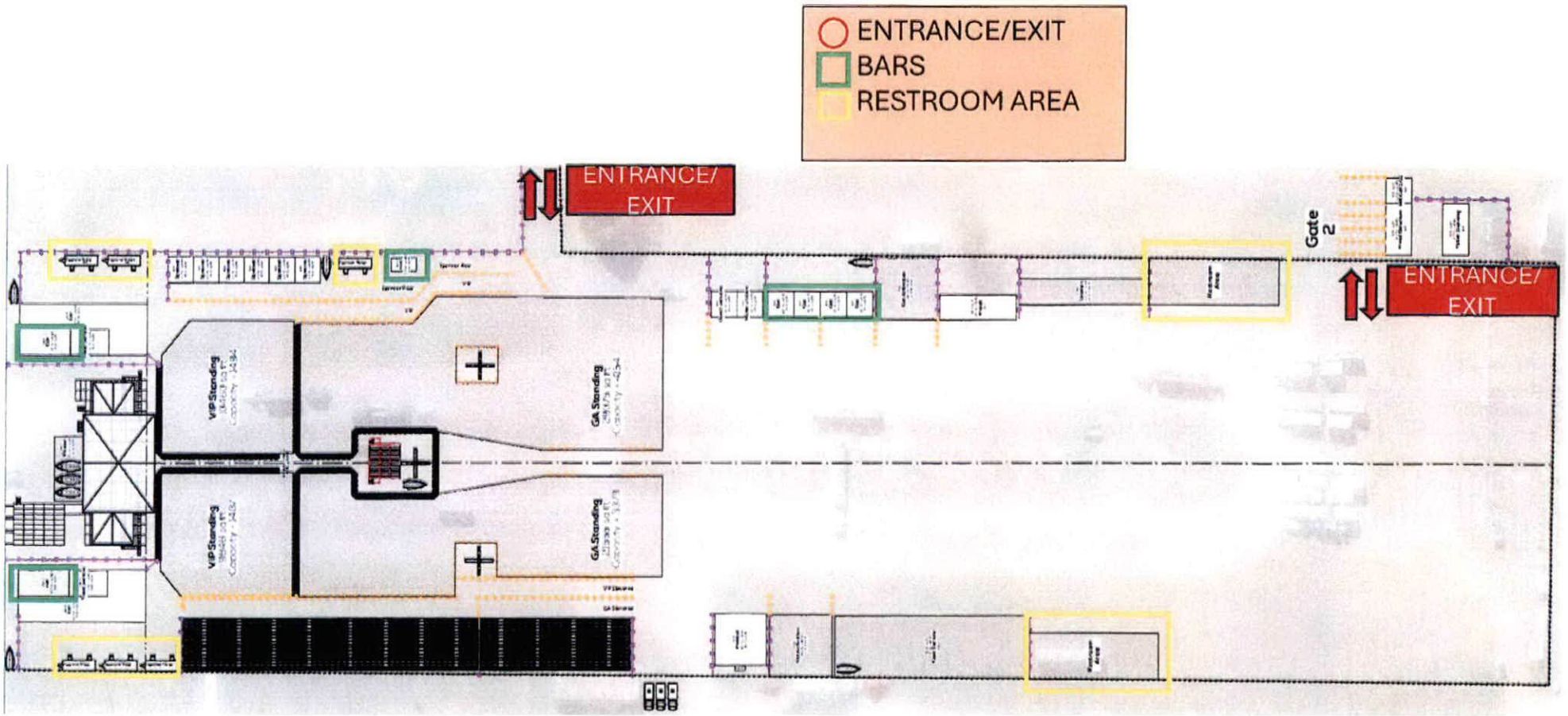
INFO:

46/Team
46/Team
Jan 2 2024
8:53:59 AM
24-RTC-MobileAL-South-240000.vwx

11

Main Field

PAGE 2


ENTRANCE/EXIT
BARS
RESTROOM AREA
ENTRANCE/ EXIT
Gate 2
ENTRANCE/ EXIT
VIP Standing
GA Standing
VIP Standing
GA Standing

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure A Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/11/2024

Renewal Date of Contract:

6/11/2024

Funding Source

Project # 613 Wellington Street - ME-151-23 **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 - 613 Wellington Street	Cover Memo	6/5/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	6/5/2024 - 12:17 PM
City Clerk	Gauthier, Lana	Approved	6/6/2024 - 11:58

AM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **613 Wellington Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **613 Wellington Street** described as:

LOT 20 BLK 2 SUMMERVILLE PLACE MBK 3 P 632 #SEC 44 T4S R1W #MP29 02 44 0 029

Parcel Number: 29 02 44 0 029 047

Last Assessed to: JONES BEATRICE, C/O SONIA KNIGHT

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 4, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 11, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **613 WELLINGTON STREET,** OWNED BY OR MAY HAVE AN INTEREST: **JONES BEATRICE, C/O SONIA KNIGHT** 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 0 029 047

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

613 WELLINGTON 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	N
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	11/07/2023	Comments	

Property Score			
Score	57	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-27-23

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 04/16/2024

Property Address: 613 Wellington Street

District No: 1

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Sonia Knight
2415 Elsevier Street
Mobile, Alabama 36617-2234

April 16, 2024

RE: **613 Wellington Street**
Project Number: ME-151-23

Dear Sonia Knight:

On April 9, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 613 Wellington Street.

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

LOT 20 BLK 2 SUMMERVILLE PLACE MBK 3 P 632 #SEC 44 T4S R1W #MP29 02 44 0 029

Parcel Number: 29 02 44 0 029 047

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

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

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

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

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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

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

a) Repair the structures / and or building by **May 31, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 31, 2024,** provide the Code Official with a work plan to accomplish the repairs by **May 31, 2024,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **May 31, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on June 11, 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

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

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

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

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

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

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

Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **613 WELLINGTON STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **613 WELLINGTON STREET** **AGENDA PHOTOS / DW**



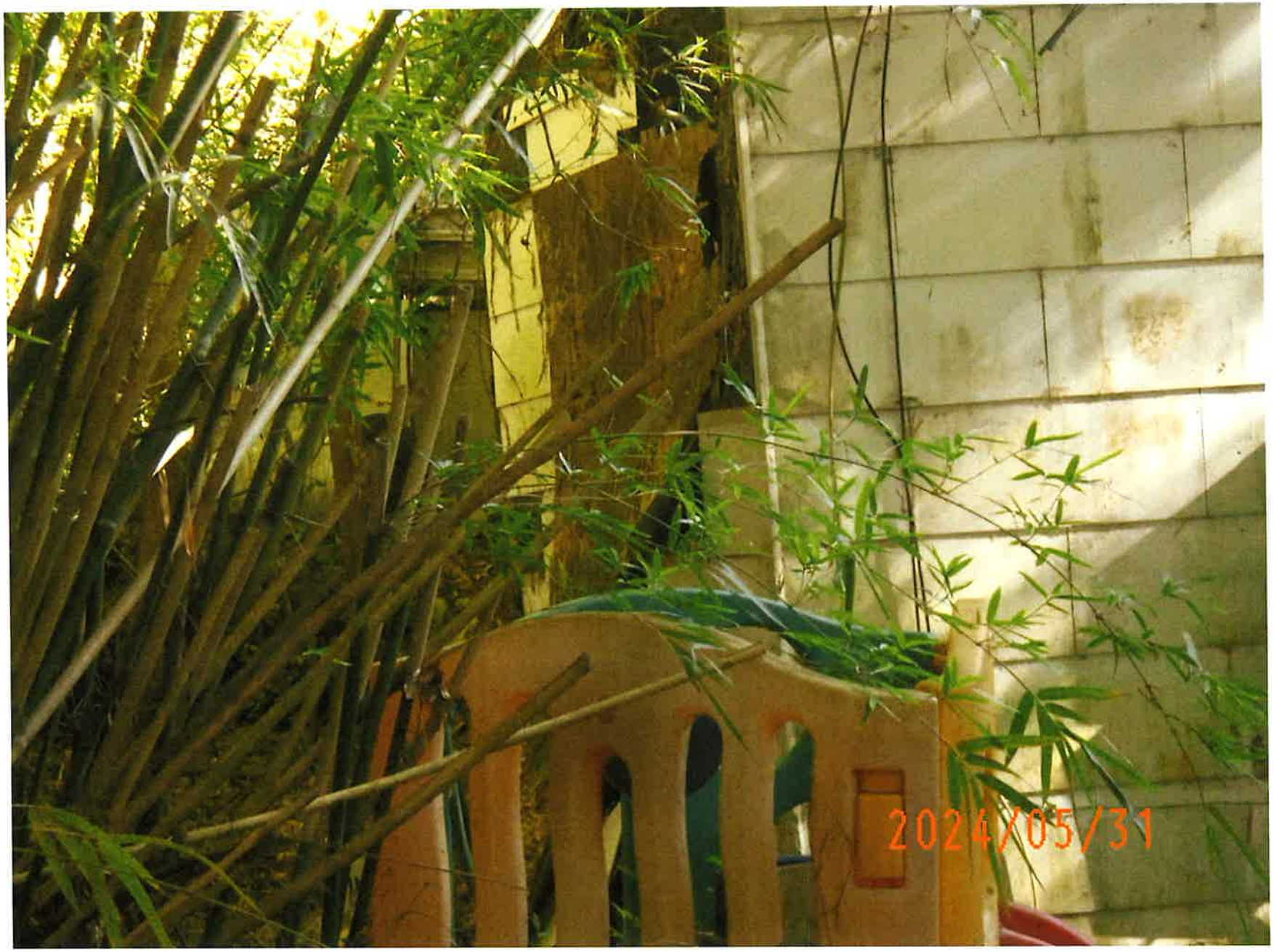
NUISANCE ABATEMENT **613 WELLINGTON STREET** **AGENDA PHOTOS / DW**




2024/05/31

NUISANCE ABATEMENT **613 WELLINGTON STREET** **AGENDA PHOTOS / DW**




2024/05/31

NUISANCE ABATEMENT **613 WELLINGTON STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **613 WELLINGTON STREET** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: June 11, 2024

State of Alabama
County of Mobile

Subject Property – 613 Wellington Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **16 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 613 Wellington Street Date: February 14, 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: Henry J. Roberts and Beatrice Roberts

NOTES: Henry J. Roberts is deceased as of 12/29/1975 and Beatrice Roberts is deceased as of 3/22/2021. By right of survivorship, Beatrice Roberts owned the property. She then married Howard t. Jones which he died 8/21/1987. She then became Beatrice Jones which is how she is listed on the tax record on the Revenue Commission website. Listed are heirs and possible relatives of heirs for notice only based on age of heirs.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Ronnye D. Williams, Derrick Rocker & Sonia Knight Donte Williams Jerjuan Williams Nakeshia Williams 613 Wellington St Mobile AL 36617-2546	Heir/daughter of Beatrice Jones (DOD 3/22/2021) Revenue Commission location/subject address Revenue Commission mailing address 2002-2024 LexisNexis address good 4/1985 – 11/2023 Phone number 318-518-9619, 251-442-9927, 702-401-0554, 251-264-5672 good 2023 – Paid taxes 2021 and 2023 tax years
2	Sonia R. Knight 2415 Elsevier St Mobile AL 36617-2234	Heir/granddaughter LexisNexis address good 9/2017 – 11/2023 Phone numbers 251-525-2526, 251-378-4000, 251-623-4111. 251-623-1123 good 2023
3	Sonia R. Knight & Bert Knight 3205 Lloyds Ln Apt B8 Mobile AL 36693-3806	LexisNexis address good 10/2019
4	Sonia R. Knight 357 Cohron St Mobile AL 36607-2003	LexisNexis address good 09/2020
5	Sonia R. Knight 409 Morgan Ave Mobile AL 36606-1518	LexisNexis address good 9/2022

6 Bert Knight
2720 Cotton St
Mobile AL 36607-1332

Heir/grandson
LexisNexis address good 11/2023
Phone number 251-518-2757

7 Regina Jones
561 Village Green Dr E Apt 277
Mobile AL 36609-1403

Heir/Wife of John Samuel Jones
LexisNexis address good 1/2024
Phone number 334-456-9653

Relatives of Ronnye D. Williams (due to being over age 70) May need to be noticed.

8 Melissa Williams
1353 Dauphin St Apt 6
Mobile AL 36604-2151

Possible daughter of Ronnye D Williams
LexisNexis address good 1/2024

9 Melissa Williams
Lissa Williams
476 Mount Vista Rd
Stone Mountain GA 30087-5624

LexisNexis address good 7/2023

10 Melissa Williams
Nakeshia Williams
305 S Broad St Apt 19
Mobile AL 36603-1126

LexisNexis address good 12/2020

11 Melissa Williams
Lissa Williams
Nakeshia Williams
71 W Grant St
Chickasaw AL 36611-2042

LexisNexis address good 3/2021

12 Roderick Williams
456 Sunnyvale Ln W
Mobile AL 36609-2337

Possible son of Ronnye D Williams
LexisNexis address good 2/2024
Phone numbers 251-753-3341, 251-343-5351, 251-438-8690 good 2023

13 Jerjuan Williams
2253 Barlow St
Mobile AL 36617-2431

Possible son of Ronnye D Williams
LexisNexis address good 4/2023
Phone number 251-479-9382 good 2/2024

14 Jerjuan Williams
6951 Freedom Ln
Eight Mile AL 36613-8435

LexisNexis address good 2022

15	Nakeshia Williams 1850 Saint Stephens Ct Mobile AL 36617-3301	Possible daughter of Ronnye D Williams LexisNexis address good 8/2022 Phone numbers 251-653-7469, 251-277-6949, 214-470-1174, 919-895-0591 and 469-487-4276 good 2019 through 2023
16	Dante Williams 2149 Daley ST Apt B North Las Vegas NV 89030-6431	Possible son of Ronnye D Williams LexisNexis address good 8/2020 Phone numbers 318-518-9619, 251-442-9927 and 702-401-0554 good 2020 through 2023

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Beatrice Jones, filed 11/7/2023, recorded 2/5/2024, instrument number 2024005748

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember - Ben Reynolds - District 4

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/11/2024

Renewal Date of Contract:

6/11/2024

Funding Source

Project # 4591 Cypress Shores Drive - ME-003-24 **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 - 4591 Cypress Shores Drive	Cover Memo	6/5/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	6/6/2024 - 11:08 AM

RESOLUTION

Sponsored by: Councilmember Benn Reynolds - District 4

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 **4591 Cypress Shores Drive (fka Road)** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **4591 Cypress Shores Drive (fka Road)** described as:

LOT 6 BLK A UNIT 3 CYPRESS SHORES SUBD MBK 10 PG 153 #SEC 24 T5S R2W #MP33 06 24 3 001

Parcel Number: 33 06 24 3 001 035.001

Last Assessed to: SOMERS REGINA C

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:

MUNICIPAL ENFORCEMENT DIVISION
June 3, 2024

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 11, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **4591 CYPRESS SHORES DRIVE (fka ROAD)** OWNED BY OR MAY HAVE AN INTEREST: **SOMERS REGINA C,** 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: 33 06 24 3 001 035.001

COUNCIL DISTRICT 4 – BENN REYNOLDS

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

4591 Cypress Shores Drive **Flood Zone**

Property Details			
Parcel Key	2001121	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	N	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	04-24-24	Comments	DEMO

Property Score			
Score	63	Score Description	Demolition

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-4-24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams

Date: 04/16/2024

Property Address: 4591 Cypress Shores Road

District No: 4

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Regina C Somers
9861 Shadow Wood Drive
Mobile, Alabama 36608-9235

April 16, 2024

RE: **4591 Cypress Shores Road**
Project Number: ME-003-24

Dear Regina C Somers:

On April 8, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 4591 Cypress Shores Road.

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

LOT 6 BLK A UNIT 3 CYPRESS SHORES SUBD MBK 10 PG 153 #SEC 24 T5S R2W #MP33 06 24 3 001

Parcel Number: 33 06 24 3 001 035.001

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

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☐ an accumulation of trash and debris.

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

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

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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

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

a) Repair the structures / and or building by **May 31, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 31, 2024,** provide the Code Official with a work plan to accomplish the repairs by **May 31, 2024,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **May 31, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on June 11, 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

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

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **4591 CYPRESS SHORES DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **4591 CYPRESS SHORES DRIVE** **AGENDA PHOTOS / DW**




2024/06/05

NUISANCE ABATEMENT **4591 CYPRESS SHORES DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **4591 CYPRESS SHORES DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **4591 CYPRESS SHORES DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT 4591 CYPRESS SHORES DRIVE AGENDA PHOTOS / DW

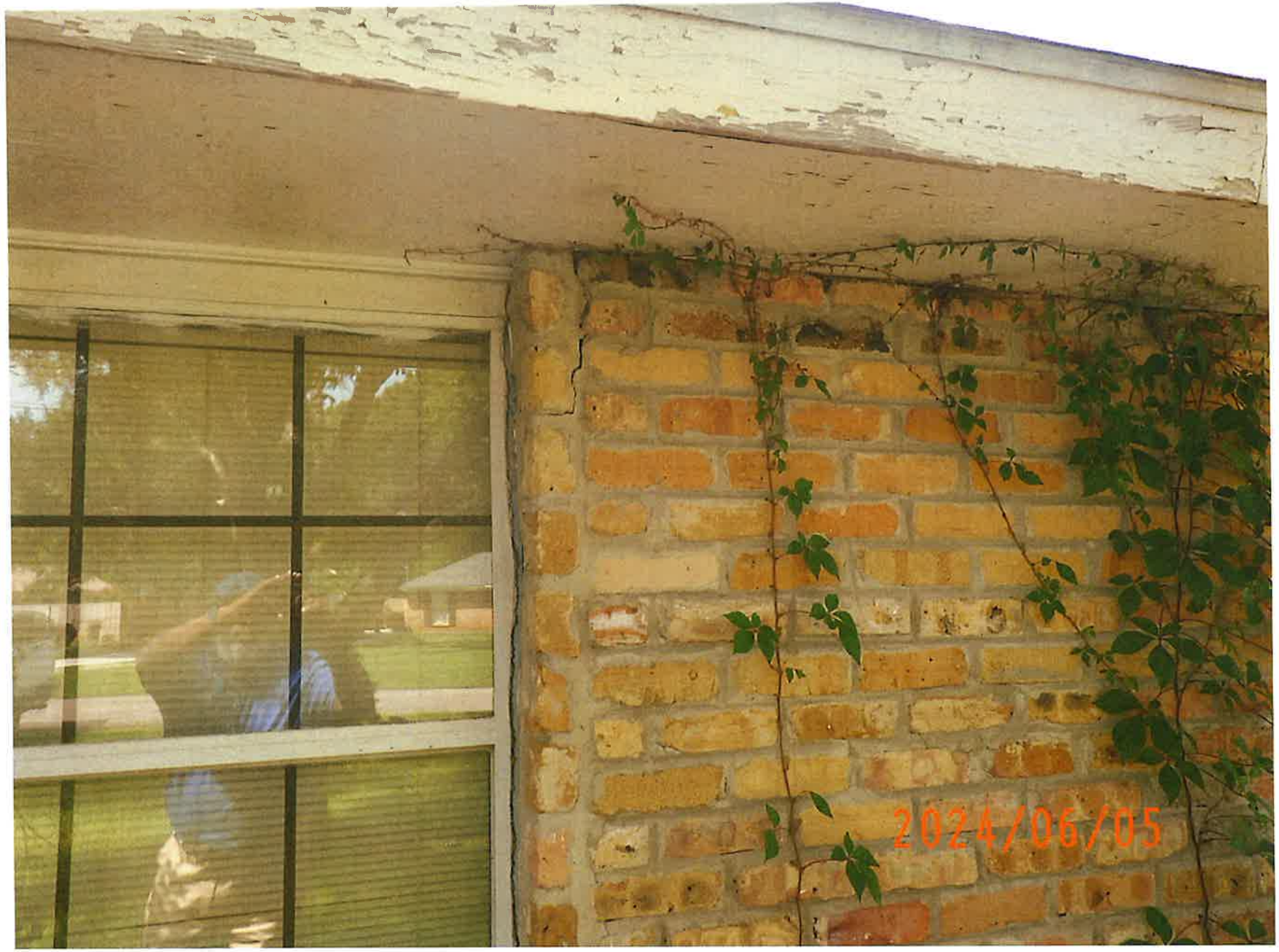


NUISANCE ABATEMENT **4591 CYPRESS SHORES DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT 4591 CYPRESS SHORES DRIVE AGENDA PHOTOS / DW




2024/06/05


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NUISANCE ABATEMENT **4591 CYPRESS SHORES DRIVE** **AGENDA PHOTOS / DW**



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2024/06/05


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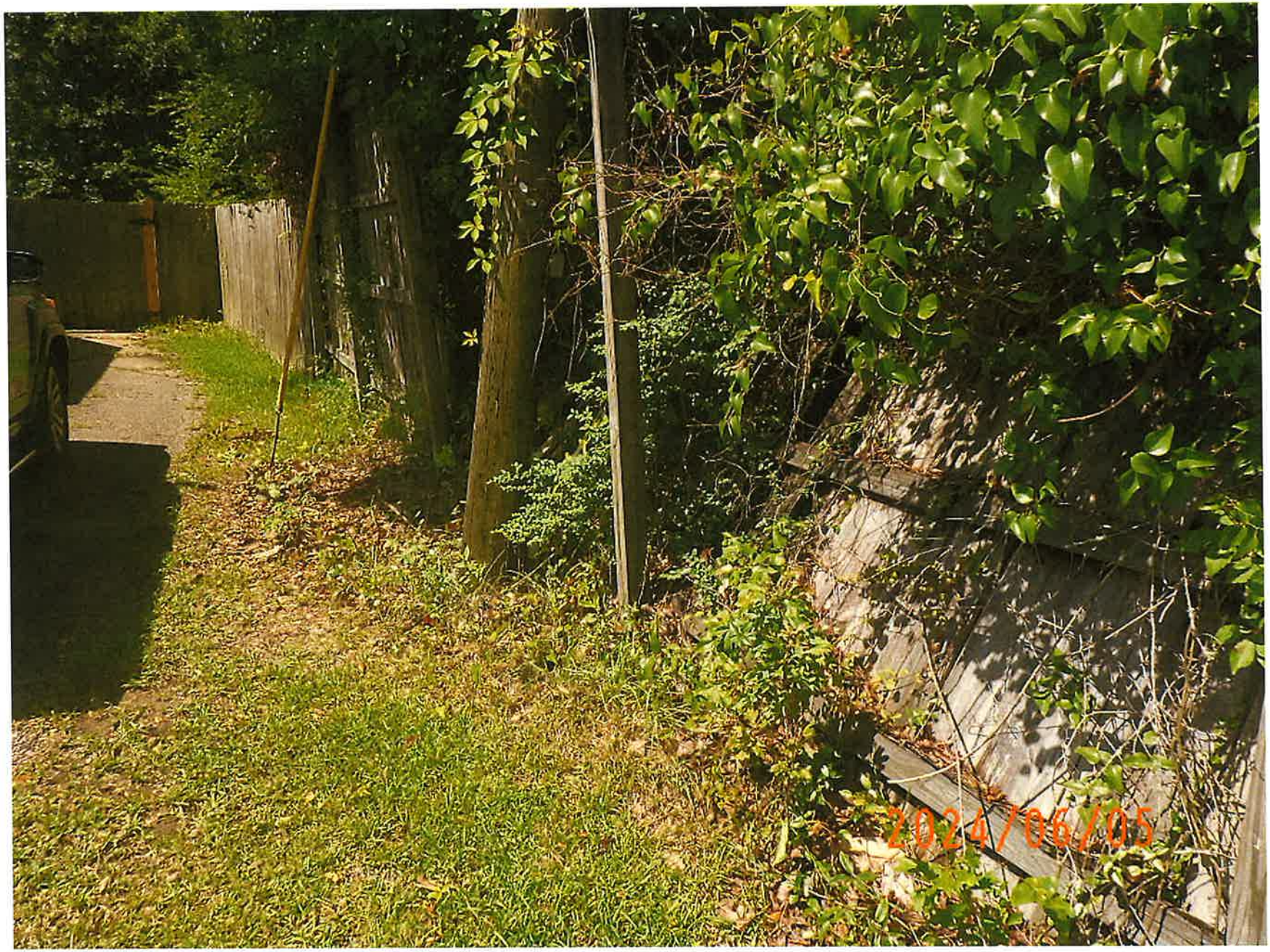



2024/06/05

NUISANCE ABATEMENT **4591 CYPRESS SHORES DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **4591 CYPRESS SHORES DRIVE** **AGENDA PHOTOS / DW**




2024/06/05

NUISANCE ABATEMENT **4591 CYPRESS SHORES DRIVE** **AGENDA PHOTOS / DW**



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2024/06/05

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NUISANCE ABATEMENT **4591 CYPRESS SHORES DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **4591 CYPRESS SHORES DRIVE** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: June 11, 2024

State of Alabama
County of Mobile

Subject Property – 4591 Cypress Shores Drive (fka Road)

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **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 affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 4591 Cypress Shores Drive Date: March 7, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 5, 2024

Per the Title Report, the owner is: Regina C. Somers

Notes: There is an unrecorded redemption deed from US Bank back to Regina Somers dated June 24, 2021. Darlene Palmer Hayes also redeemed on behalf of Regina Somers the 2021 tax sale. I received this information per phone call and email from Jessica Davis from the Mobile County Revenue Commission on 3/6/2024.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Regina C. Somers Mechelle Heyen 4591 Cypress Shores Dr Mobile AL 36619-9717	Owner Revenue Commission website subject/location address LexisNexis address good 1/2006 – 4/2023 Phone numbers are 251-626-9330 and 251-391-4460 good 2020 through 2023
2	Regina C. Somers 9861 Shadow Wood Dr Mobile AL 36608-9235	LexisNexis address good 4/2002 - 12/2023

Relatives of Regina C. Somers (70 years old)

3	Mechelle Heyen 910 Dickenson Ave Mobile AL 36609-5190	Daughter of Regina C. Somers LexisNexis address good 4/2019 Phone number is 251-988-7994 good 2/2024
4	Jonathan Bryant Roussos 6061 Colonial Pkwy Unit 5101 Gulf Shores AL 36542-5507	Son of Regina C. Somers LexisNexis address good 10/2023 – 1/2024 Phone numbers are 340-244-1770 and 251-200-0810 good 2023
5	Jonathan Bryant Roussos 4193 Inverness Cir Gulf Shores AL 36542-4155	LexisNexis address good 10/2023

6	Darlene Palmer Hayes 5657 Mounthill Ct Apt 248 Theodore AL 36582-8813	Redemption paid by Darlene Palmer Hayes on behalf of Regina C. Somers for 2021 and 2022 tax years. Phone numbers are 251-623-0591 and 251-391-9115.
7	US Bank as Custodian for Tower VII 2017-1 10 North Park Place, Ste 300 Morristown NJ 07960	Unrecord redemption deed to Regina Somers for parcel 3306243001035.001 key number 2001121 Mobile County Revenue Commission
8	US Bank as Custodian for Tower VII 2017-1 c/o Gary S Olshan 1812 3rd Ave N Birmingham AL 35203	Unrecord redemption deed to Regina Somers for parcel 3306243001035.001 key number 2001121 Mobile County Revenue Commission

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

Submitted by:
Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:
Councilmember - Ben Reynolds - District 4

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

Amount of Contract:
N/A

Effective Date of Contract:
6/11/2024

Renewal Date of Contract:
6/11/2024

Funding Source

Project # 3931 Point Road - ME-004-24 **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 - 3931 Point Road	Cover Memo	6/5/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	6/5/2024 - 12:15 PM
City Clerk	Gauthier, Lana	Approved	6/6/2024 - 12:03

PM

RESOLUTION

Sponsored by: Councilmember Ben Reynolds - District 4

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 **3931 Point Road** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **3931 Point Road** described as:

LOT 12 BLK G CYPRESS SHORES ESTATES 1ST UNIT MBK 11 PG 83 #SEC 39 T5S R2W #MP33 06 39 0 005

Parcel Number: 33 06 39 0 005 037

Last Assessed to: PNC BANK NATIONAL ASSOCIATION

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 3, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 11, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **3931 POINT ROAD** OWNED BY OR MAY HAVE AN INTEREST: **PNC BANK NATIONAL ASSOCIATION,** 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: 33 06 39 0 005 037

COUNCIL DISTRICT 4 – BENN REYNOLDS

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

Flood Zone

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

3931 POINT ROAD

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R	Flood Zone	

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	01/23/2024	Comments	

Property Score			
Score	~~43~~ 51	Score Description	~~REVIEW COMM~~ FLOOD ZONE

REVIEW COMMITTEE

SECURE ☒

DEMOLITION ☒

APPROVAL DATE 2/8/24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 04/16/2024

Property Address: 3931 Point Road

District No: 4

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

PNC Bank
3232 Newark Drive
Miamisburg, Ohio 45342-5421

April 16, 2024

RE: **3931 Point Road**
Project Number: ME-004-24

Dear PNC Bank:

On April 8, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 3931 Point Road.

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

LOT 12 BLK G CYPRESS SHORES ESTATES 1ST UNIT MBK 11 PG 83 #SEC 39 T5S R2W #MP33 06 39 0 005

Parcel Number: 33 06 39 0 005 037

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

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☐ an accumulation of trash and debris.

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

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

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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

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

a) Repair the structures / and or building by **May 31, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 31, 2024,** provide the Code Official with a work plan to accomplish the repairs by **May 31, 2024,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **May 31, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on June 11, 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

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

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **3931 POINT ROAD** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **3931 POINT ROAD** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **3931 POINT ROAD** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **3931 POINT ROAD** **AGENDA PHOTOS / DW**




2024/05/31

NUISANCE ABATEMENT **3931 POINT ROAD** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **3931 POINT ROAD** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **3931 POINT ROAD** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **3931 POINT ROAD** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **3931 POINT ROAD** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **3931 POINT ROAD** **AGENDA PHOTOS / DW**




2024/05/31

Affidavit of Mailed Notice

Date: June 11, 2024

State of Alabama
County of Mobile

Subject Property – 3931 Point Road

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 3931 Point Road Date: March 19, 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: Heirs at Law and next of kin of Susan Marie Mansfield, a/k/a Susan M. White, a/k/a Susan M. Liles, deceased.
Tax Deed Interest in PNC Bank, National Association
Remainder Interest in Michael Joseph Turlington and Casey M. Turlington

NOTES: Susan Liles DOD 8/23/2023. There is a Tax Deed owned by PNC Bank. There is also an open mortgage that was once owned by AmSouth Bank, but they merged with PNC Bank. Also, a quit claim deed was issued to Susan Liles's daughter and husband by Susan Liles's Husband, Scotty Liles.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Scotty Liles Michael Turlington Casey Turlington Benjamin Brody White 3931 Point Rd Mobile AL 36619-9750	Heir/Husband of Susan Liles. Revenue Commission Location/subject address. LexisNexis address good 11/2023. Phone number 251-623-3592 good 2024
2	Scotty Liles 6140 Vergos Dr S Eight Mile AL 36613-3019	LexisNexis address good 2/2024
3	Michael Turlington and Casey Turlington 3828 Saint Andrews Loop E Mobile AL 36693-5338	Heir/Son-in-law of Susan Liles. LexisNexis address good 2/2024. Phone numbers are 251-510-2656, 251-421-2392, and 251-510-2686 good 2024
4	Benjamin Brody White Richard Brock White 4 Cannonade Blvd Spanish Fort AL 36527-3014	Heir/son of Susan Liles. LexisNexis address good 12/2023. Phone numbers are 251-490-4760, 251-214-6275, 407-547-6730

TAX STATUS: TAX DEED INTEREST IN PNC BANK, NATIONAL ASSOCIATION – 2023 TAXES DUE BY MAY 2024 OR WILL GO TO LIEN SALE

5	PNC Bank 3232 Newark Dr Miamisburg OH 45342-5421	Tax deed #7182 – recorded 7/30/2021, instrument number 2021049322 to PNC Bank, National Association.

Parties with recorded liens per Title Report: NONE

Open Mortgages

6	PNC Bank 3232 Newmark Dr Miamisburg OH 45342-5421	Revenue Commission mailing address – Paid taxes 2021 and 2022 tax year.

Lis Pendens:

Lis Pendens – City of Mobile vs PNC Bank National Association, filed 1/23/2024, recorded 3/21/2024, instrument number 2024016325

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Penn and Councilmember Small

Purpose and Scope of Project:

Funds will be used to assist with the Non-Partisan Voter Education Picnic Rally that will be held at USS Alabama Battleship Park on August 10, 2024.

Amount of Contract:

$2,000.00

Funding Source

Project # DSC-01/10041020-42080; DSC-03/10041020-42080

Discretionary Funds DSC-01; DSC-03

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - TOULMINVILLE-CRICHTON COMMUNITY DEVELOPMENT CORPORATION	Cover Memo	6/6/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	6/6/2024 - 11:49 AM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn
Councilmember CJ Small

WHEREAS, Councilmembers Penn and Small wishes to appropriate **$1,000.00 each ($2,000 total)** to Toulminville-Crichton Community Development Corporation, from their discretionary funds; and

WHEREAS, Toulminville-Crichton Community Development Corporation, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Toulminville-Crichton Community Development Corporation, will be used to assist with the Non-Partisan Voter Education Picnic Rally that will be held at USS Alabama Battleship Park on August 10, 2024, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$2,000.00** to Toulminville-Crichton Community Development Corporation, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember William Carroll

Purpose and Scope of Project:

Funds will be used to assist with the Non-Partisan Voter Education Picnic Rally that will be held at USS Alabama Battleship Park on August 10, 2024.

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-02/10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - TOULMINVILLE-CRICHTON COMMUNITY DEVELOPMENT CORPORATION	Cover Memo	5/31/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	5/31/2024 - 3:55 PM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, Councilmember Carroll wishes to appropriate **$1,000.00** to Toulminville-Crichton Community Development Corporation, from his discretionary funds; and

WHEREAS, Toulminville-Crichton Community Development Corporation, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Toulminville-Crichton Community Development Corporation, will be used to assist with the Non-Partisan Voter Education Picnic Rally that will be held at USS Alabama Battleship Park on August 10, 2024, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$1,000.00** to Toulminville-Crichton Community Development Corporation, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Reynolds

Purpose and Scope of Project:

Funds will be used to assist with the school's Robotic Team travel arrangements to the VEX IQ Alabama State Championship in Auburn, AL.

Amount of Contract:

$500.00

Funding Source

Project # DSC-04/10041020-42080	**Discretionary Funds** DSC-04
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - DODGE ELEMENTARY SCHOOL	Cover Memo	6/6/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	6/6/2024 - 11:55 AM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds

WHEREAS, Councilmember Reynolds wishes to appropriate **$500.00** to Dodge Elementary School from his discretionary funds; and

WHEREAS, Dodge Elementary School, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Dodge Elementary School will be used to assist with the school's Robotic Team travel arrangements to the VEX IQ Alabama State Championship in Auburn, AL, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$500.00** to Dodge Elementary School for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Gina Gregory

Purpose and Scope of Project:

Funds will be used to assist with the 67th National Finals on June 26-29, 2024.

Amount of Contract:

$2,000.00

Funding Source

Project # DSC-07/10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution - Distinguished Young Women of Mobile County, Inc.	Cover Memo	6/3/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	6/3/2024 - 10:14 AM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **$2,000.00,** and to Distinguished Young Women of Mobile County, Inc., from her discretionary funds*; and

WHEREAS, *Distinguished Young Women of Mobile County, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Distinguished Young Women of Mobile County, Inc.*, will be used to assist with the 67th National Finals on June 26-29, 2024*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,000.00** to Distinguished Young Women of Mobile County, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

Submitted by:

Nick Amberger, P.E. Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Josh Woods and Gina Gregory

Purpose and Scope of Project:

To approve contract with Geotechnical Engineering Testing, Inc. for Testing Services.

Amount of Contract:

$50,000.00

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000.48030 **Contract Number:**4977

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Testing Services	Cover Memo	6/3/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	6/3/2024 - 10:00 AM
Capital	Rhodes, Brenda	Approved	6/4/2024 - 9:21 AM
Legal	Barfield, Becky	Approved	6/6/2024 - 12:38 PM
Mayors Office	Barber, James	Approved	6/6/2024 - 1:32 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 CIP Resurfacing City Council Districts 6 & 7
COM Project: 2024-3005-03

PROJECT #: RSF24 D6&7 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: $50,000.00

VENDOR NAME: Geotechnical Engineering Testing, Inc

VENDOR NUMBER: 72600

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** 6/3/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Josh Woods and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Geotechnical Engineering Testing, Inc.

Project Name: 2024 CIP Resurfacing City Council Districts 6&7
COM Project# 2024-3005-03

Estimated Cost: $50,000.00

Adopted:

_____
City Clerk

MOBILE
ALABAMA

2024 CIP RESURFACING, CITY COUNCIL DISTRICTS 6&7

GEOTECHNICAL CONTRACT

PROJECT NO. 2024-3005-03

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 **Geotechnical Engineering Testing, 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, **(Dorsey & Dorsey Engineering, Inc.),** 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 6 & 7**

PROJECT No. – **2024-3005-03**

(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 **(Dorsey & Dorsey Engineering, Inc.)** 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. SCOPE OF THE WORK:

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. <u>SPECIAL BORINGS AND SOIL MECHANICS TEST:</u>

(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 **$50,000.00 (Fifty Thousand Dollars and Zero Cents**) as shown in Exhibit "A", to be paid as follows:

(a) Construction Phase Services – A sum not to exceed **$45,000.00 (Forty-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 **$5,000.00 (Five 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 $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

(d) Excess/Umbrella Liability Insurance

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

(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:_____

Geotechnical Engineering Testing, Inc.

By: _____

Print: Curt Doyle

Its: President

Address: 904 Butler Dr.
Mobile, AL 36693

Telephone: 251 666-7197

STATE OF ALABAMA }
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that CURT DOYLE, whose name is signed to the foregoing instrument in the capacity of PRESIDENT of Geotechnical Engineering Testing, 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.

Jacqueline To

NOTARY PUBLIC My Commission Expires:

JACQUELINE TOKUHARA
Notary Public
Alabama State at Large

My Commission Expires
August 16, 2026

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 6 & 7

PROJECT No. – 2024-3005-03

Construction Phase Services – Not to Exceed Amount - $45,000.00

Additional Services – Not to Exceed Amount - $5,000.00

The estimated laboratory cost is not to exceed, unless otherwise approved:

$ 50,000.00

Source of funding: CIP

EXHIBIT 'B':

FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST PAYMENT, AND SUMMARY OF HOURLY RATES

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2024

FIELD SOILS EXPLORATIONS

1.	Mobilization of Truck Mounted Core Boring Equipment		
	a. Local – Minimum Charge		$500.00
	b. Additional Mobilization – Outside 25 Miles		Special Quote
2.	Mobilization of ATV Mounted Core Boring Equipment		
	a. Local – Minimum Charge		$750.00
	b. Outside 25 Miles		Special Quote
3.	Mobilization of Barge & Core Boring Equipment		Special Quote
4.	Soil Test Borings (ASTM D 1586) with Samples at 5' Intervals Using Mud Rotary – Wash or Continuous Flight Auger Methods		
	a. 0' – 50'		$17.50/LF
	b. 50' – 100'		$22.50/LF
	c. 100' – 150'		$30.00/LF
	d. 150' – 200'		$40.00/LF
	e. 200' +		Special Quote
5.	Soil Test Borings (ASTM D 1586) w/ Hollow Stem Auger		
	0' - 50'		$22.50/LF
6.	1 In or 2 In. PVC Observation Well		
	a. Sealed		Special Quote
	b. Unsealed		$12.50/LF
7.	Boring Abandonment		
	a. Bentonite Chips		$8.50/LF
	b. Bentonite & Cement Slurry		$16.00/LF
8.	SPT Samples Taken in Excess of One per 5 LF		
	a. 0' – 50'		$40.00/Ea
	b. 50' – 100'		$70.00/Ea
	c. 100' +		$120.00/Ea
9.	Rock Coring w/ Soil Boring Operations		$47.50/LF
		OR	$250.00/Hr
10.	Shelby Tube Samples Attempted (ASTM D 1587)		
	a. 0' – 50'		$70.00/Ea
	b. 50' – 100'		$100.00/Ea
	c. 100' +		$150.00/Ea
	d. Shelby Tube Provided to Client		$30.00/Ea
	e. Wax Tube Ends		$40.00/Tube

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2024

11.	Move & Set Up Time - Land (Includes Clearing, Digging Trenches For Leveling Rigs, Moving borings for Impenetrable Objects, Etc.)	$275.00/Hr
12.	Soil Borings, Special Piston Sampling of Soils, And Setting Instrumentation or Monitoring Wells	$300.00/Hr
13.	Water Borne Soil Borings, Special Piston Sampling of Soils Or Setting Special Instrumentation on an Hourly Basis (Barge)	$600.00/Hr
14.	Rental or Cost of Equipment not Normally used for Sampling Operations – Such as Bulldozers, Barges, Tugboats, Instrumentation, Etc.	Cost + 10%
15.	Casing of Borings w/ Pipe (4" OD Casing)	$17.50/LF
16.	Daily Travel of Core Boring Crew B/t Office and Site (Round Trip) (Excluding Mobilization Trip)	$3.00/Mile
17.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	$100.00/Day
18.	Hazardous Materials Protective Clothing and Equipment	Cost + 20%
19.	Vane Shear or Static Cone Testing of Soft Soils W/ Drill Crew and Rig	$300.00/Hr
20.	Field In – Place California Bearing Ratio Test (MIL – STD – 621A)	Special Quote
21.	Plate Bearing Tests (Standard Plate Load Test Performed Near Ground Surface)	Special Quote
22.	Geophysical Surveying – Equipment, Field Engineer and Helper	Special Quote
23.	Hand Augering (5 Ft) and Penetrometer Testing (36 In) (DCP)	$150.00/Ea
24.	Hand Auger and Wildcat Testing (2-Man Crew - Portal to Portal)	$150.00/Hr
25.	Borings using Tripod Mounted Equipment	
	a. 3 – Man Crew and Equipment (Portal to Portal)	$300.00/Hr
	b. 4 – Man Crew and Equipment (Portal to Portal)	$350.00/Hr

Note: Field soils exploration services performed with a drill rig and crew are subject to a minimum fee of $2500.00.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **January 1, 2024**

LABORATORY SOIL MECHANICS TESTS

CLASSIFICATION TESTS

1.	Moisture Content Tests and Visual Soil Classification (ASTM D 2216)	$13.00/Ea
2.	Atterberg Liquid and Plastic Limits (ASTM D 4318)	$100.00/Ea
3.	Mechanical Analysis of soils (ASTM D 422) (Sieve Analysis plus Hydrometer Analysis)	$150.00/Ea
4.	Dry Preparation of Soil Samples (ASTM D 421)	$25.00/Ea
5.	Wet Preparation of Soil Samples (ASTM D 421)	$100.00/Ea
6.	Amount of Materials in Soils Finer than #200 Sieve (ASTM D 1140)	$50.00/Ea
7.	Sieve Analysis of Soils (ASTM C 136)	$85.00/Ea
7.	Sieve Analysis of Aggregates (ASTM C 136)	$275.00/Ea
8.	Specific Gravity Test (ASTM D 854)	$125.00/Ea
9.	Organic Content (ASTM D 2974)	$100.00/Ea
10.	Topsoil Test (ALDOT Method)	$200.00/Ea

SHEAR TESTS & DENSITY TESTS

11.	Unconfined Compression Tests & Unit Weight (ASTM D 2166)	$110.00/Ea
12.	Unconsolidated – Undrained Triaxial Compression Test (3 – Points per Test – ASTM D 2850 – Q)	$420.00/Ea
13.	Unconsolidated – Undrained Triaxial Compression Test (2 – Pt)	$280.00/Ea
14.	Unconsolidated – Undrained Triaxial Compression Test (1 – Pt)	$140.00/Ea
15.	Consolidated – Undrained Triaxial Compression Test (3 – Points per Test – EM 1110 – 2 – 1906 – R)	$1200.00/Ea
16.	Consolidated – Undrained Triaxial Compression Test With Pore Pressure Measurements (3 – Pt) (Using Back Pressure Saturation – EM 1110 – 2 – 1906)	$1,500.00/Ea
17.	Moisture Content & Unit Weight	$55.00/Ea
18.	Direct Shear Test a. Quick b. Consolidated = Drained	 $550.00/Ea $1650.00/Ea
19.	Remold Sample / Point	$30.00/Pt

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **January 1, 2024**

CONSOLIDATION TESTS

20.	Consolidation Tests (ASTM D 2435- Test Method A)	
	a. Set of One	$700.00/Ea
	b. Set of Two	$900.00/Ea
	c. Set of Three	$1100.00/Ea
	d. Set of Four	$1300.00/Ea
	e. Set of Six	$1700.00/Ea
	f. Set of Eight	$2100.00/Ea
21.	Consolidation Tests (ASTM D 2435- Test Method B)	
	a. Set of One	$1100.00/Ea
	b. Set of Two	$1300.00/Ea
	c. Set of Three	$1500.00/Ea
	d. Set of Four	$1700.00/Ea
	e. Set of Six	$2100.00/Ea
	f. Set of Eight	$2500.00/Ea

LABORATORY DENSITY & CBR TESTS

22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$150.00/Ea
	Cohesive Soils (SC, CL, CH)	$200.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
	Cohesive Soils (SC, CL, CH)	$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$225.00/Ea
	Cohesive Soils (SC, CL, CH)	$275.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$250.00/Ea
	Aggregates & Cohesive Soils (SC, CL, CH)	$300.00/Ea
24.	Bulk Specific Gravity/Absorption of Aggregate	$450.00/Ea
25.	Laboratory Vibrated Density	
	a. Maximum & Minimum (ASTM D 4253 & 4254)	$250.00/Ea
	b. (ALDOT 140)	$300.00/Ea
26.	Laboratory California Bearing Ratio, CBR, (ASTM D 1883) / Pt	$200.00/Pt
27.	Resilient Modulus, MR	$850.00/Ea

HYDRAULIC CONDUCTIVITY TESTS

28.	Hydraulic Conductivity Test – Flexible Wall Permeameter Constant Head (EM 1110 – 2 – 1906 – Using Back Pressure Saturation and ASTM D 5084)	$400.00/Ea
29.	Hydraulic Conductivity Test with Rigid Wall Permeameter – Constant Falling Head (ASTM D 2424)	$250.00/Ea

CHEMICAL TESTS

30.	Soil or Water pH (ASTM D 4972 & 6 – 51)	$40.00/Ea
31.	Soil or Water Resistivity (ASTM G 57)	$100.00/Ea

A 10% surcharge will apply to laboratory testing fees for projects where testing is not part of geotechnical investigation and reporting. This fee is to cover general project management and scheduling, laboratory report review, and report distribution.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2024

CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTIONS

1.	Soil Field Density, Asphalt, & Concrete Testing (Minimum 2 Hours)	
	a. Technician Level I	$55.00/Hr
	b. Technician Level II	$62.50/Hr
	c. Technician Level III	$70.00/Hr
	d. Technician Level IV	$80.00/Hr
	e. Technician Level V	$90.00/Hr
	f. ICC Certified Inspector	$90.00/Hr
	g. Technician Supervisor	$100.00/Hr
	Note: Services performed after regular office hours (7:00 – 5:00) will be subject to overtime rates and/or a 4 hour minimum.	
2.	Auto Mileage Charge	Federal Rate
3.	Floor Flatness Technician to Rate f-number	Special Quote
4.	Initial Field Curing of Concrete Test Specimens In accordance with ASTM – C-31 (When Requested)	Special Quote
5.	Laboratory Curing & Testing of Concrete Test Cylinders (Including Mold)	$22.50/Ea
6.	Laboratory Curing "Hold" Concrete Test Cylinders (Including Mold)	$22.50/Ea
7.	Laboratory Curing, Testing & Reporting Concrete Beam Strengths (Flexural Strength)	$140.00/Ea
8.	Laboratory Curing "Hold" Concrete Beams	$40.00/Ea
9.	Laboratory Curing, Testing and Reporting 4" x 4" x 6" Block Fill	$40.00/Ea
10.	Laboratory Curing "Hold" 4" x 4" x 6" Block Fill	$40.00/Ea
11.	Laboratory Curing, Testing and Reporting 2" x 2" Grout / Mortar Cubes	$30.00/Ea
12.	Laboratory Curing "Hold" 2" x 2" Grout / Mortar Cubes	$30.00/Ea
13.	Compressive Testing Concrete Masonry Prisms	Special Quote
14.	Absorption, Unit Wt., and Compressive Testing Concrete Masonry Block	Special Quote
15.	Preparing (Trim & Cap), Curing, and Testing Drilled Concrete Cores	$100.00/Ea
16.	Gradation Analysis of Aggregates	$300.00/Ea
17.	Capping of Concrete Test Specimens	$20.00/Ea

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2024

18.	Coring of Asphaltic Cement	
	a. Cost of Core Barrel and Machine	$5.00/In/In ($200.00 Minimum Charge)
	b. Hourly Technician Rates Apply	
	c. Patching of Core Holes w/ Asphalt	$20.00/Ea
19.	Coring of Concrete	
	a. Cost of Core Barrel and Machine	$8.00/In/In ($200.00 Minimum Charge)
	b. Hourly Technician Rates Apply	
	c. Patching of Core Holes w/ Concrete	$30.00/Ea
20.	Thickness and Density Measurements of Drilled Asphalt Cores	$70.00/Ea
21.	ASTM C-33 Tests on Aggregates	Special Quote
22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$150.00/Ea
	Cohesive Soils (SC, CL, CH)	$200.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
	Cohesive Soils (SC, CL, CH)	$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$225.00/Ea
	Cohesive Soils (SC, CL, CH)	$275.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$250.00/Ea
	Aggregates & Cohesive Soils (SC, CL, CH)	$300.00/Ea
24.	Laboratory Vibrated Density	
	b. Maximum & Minimum (ASTM D 4253 & 4254)	$250.00/Ea
	b. (ALDOT 140)	$275.00/Ea
25.	One Point Proctor Verification	
	a. Standard Proctor	$100.00/Pt
	b. Modified Proctor	$150.00/Pt
26.	Soil Classification Test	$200.00/Ea
27.	Pile Load Tests	Special Quote
28.	Work Requiring Fall Protection (In Addition to Personnel Rate)	$40.00/Hr
29.	Paint Thickness Measurements – Technician and Gauge	Special Quote
30.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	$120.00/Day
31.	Concrete Performance Analysis	Special Quote

SCHEDULE OF UNIT FEES

January 1, 2024

32.	Instrumentation and Equipment		
	a.	Submeter GPS	$100.00/Day
	b.	2" Travel Micrometer Gauges, Wire / Scale, Reference Beams And Survey Equipment for Load Tests	$500.00/Day
	c.	Inclinometer (Vertical or Horizontal) for Measuring Earth or Pile Movements	Special Quote
	d.	Torque Wrench and Skidmore Device	$75.00/Day
	e.	Mobilization / Demobilization and Rental of Portable Testing Laboratory	Special Quote
	f.	Settlement Plates	Special Quote
	g.	Saximeter	$50.00/Day
	h.	Cylinder Molds	
		Case of 24- 6" x 12" Cylinder Molds (W/out Lids)	$120.00/Ea
		Case of 36- 4" x 8" Cylinder Molds (W/out Lids)	$120.00/Ea
	i.	Nuclear Density Gauge	$25.00/Day
	j.	Sand Cone Equipment & Field Scales	$100.00/Day
33.	Any Other Instrumentation or Equipment (When Requested)		Special Quote

During construction phase testing, a 10% surcharge will apply to the field technician and laboratory testing fees to cover general project management and scheduling, field and laboratory report review, and report distribution. This surcharge is not applied to mileage, equipment rental or any additional consultation fees provided by the technician manager or engineers.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2024

ENGINEERING, ADMINISTRATIVE, AND TECHNICAL SERVICES

1.	Principal Engineer – Licensed Professional Engineer	$200.00/Hr
	Special Services	$300.00/Hr
2.	Senior Project Engineer – Licensed Professional Engineer	$180.00/Hr
	Special Services	$270.00/Hr
3.	Project Engineer – Licensed Professional Engineer	$160.00/Hr
	Special Services	$240.00/Hr
4.	Professional Engineer or Geologist	$140.00/Hr
5.	Staff Engineer or Geologist	$110.00/Hr
6.	Project Manager	$150.00/Hr
7.	Engineering Technician – Field and Office	
	a. Technician Level I	$55.00/Hr
	b. Technician Level II	$62.50/Hr
	c. Technician Level III	$70.00/Hr
	d. Technician Level IV	$80.00/Hr
	e. Technician Level V	$90.00/Hr
	f. ICC Certified Inspector	$90.00/Hr
	g. Technician Supervisor	$100.00/Hr
8.	Computer Processor / Draftsman	$80.00/Hr
9.	Typist and Reproduction Clerk	$60.00/Hr
10.	Travel by Automobile or Pick Up Truck	Federal Rate
11.	Air Travel and / or Per Diem for Administration, Engineering, Or Technicians	Cost + 10%
12.	Consultants with Special Expertise	Special Quote
13.	Special Tools, Equipment or Clothing Not Normally used For Most Operations	Cost + 20%
14.	Extra Reports (Over the Amount Specified in Proposal)	$50.00 /Ea
15.	File Copies	
	a. Per Page	$0.20/Ea
	b. Reproduction Clerk Time Applies	

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2024

FIELD SOILS EXPLORATIONS

1.	Mobilization of Truck Mounted Core Boring Equipment		
	a.	Local – Minimum Charge	$500.00
	b.	Additional Mobilization – Outside 25 Miles	Special Quote
2.	Mobilization of ATV Mounted Core Boring Equipment		
	a.	Local – Minimum Charge	$750.00
	b.	Outside 25 Miles	Special Quote
3.	Mobilization of Barge & Core Boring Equipment		Special Quote
4.	Soil Test Borings (ASTM D 1586) with Samples at 5' Intervals Using Mud Rotary – Wash or Continuous Flight Auger Methods		
	a.	0' – 50'	$17.50/LF
	b.	50' – 100'	$22.50/LF
	c.	100' – 150'	$30.00/LF
	d.	150' – 200'	$40.00/LF
	e.	200' +	Special Quote
5.	Soil Test Borings (ASTM D 1586) w/ Hollow Stem Auger		
		0' - 50'	$22.50/LF
6.	1 In or 2 In. PVC Observation Well		
	a.	Sealed	Special Quote
	b.	Unsealed	$12.50/LF
7.	Boring Abandonment		
	a.	Bentonite Chips	$8.50/LF
	b.	Bentonite & Cement Slurry	$16.00/LF
8.	SPT Samples Taken in Excess of One per 5 LF		
	a.	0' – 50'	$40.00/Ea
	b.	50' – 100'	$70.00/Ea
	c.	100' +	$120.00/Ea
9.	Rock Coring w/ Soil Boring Operations		$47.50/LF
		OR	$250.00/Hr
10.	Shelby Tube Samples Attempted (ASTM D 1587)		
	a.	0' – 50'	$70.00/Ea
	b.	50' – 100'	$100.00/Ea
	c.	100' +	$150.00/Ea
	d.	Shelby Tube Provided to Client	$30.00/Ea
	e.	Wax Tube Ends	$40.00/Tube

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2024

11.	Move & Set Up Time - Land (Includes Clearing, Digging Trenches For Leveling Rigs, Moving borings for Impenetrable Objects, Etc.)	$275.00/Hr
12.	Soil Borings, Special Piston Sampling of Soils, And Setting Instrumentation or Monitoring Wells	$300.00/Hr
13.	Water Borne Soil Borings, Special Piston Sampling of Soils Or Setting Special Instrumentation on an Hourly Basis (Barge)	$600.00/Hr
14.	Rental or Cost of Equipment not Normally used for Sampling Operations – Such as Bulldozers, Barges, Tugboats, Instrumentation, Etc.	Cost + 10%
15.	Casing of Borings w/ Pipe (4" OD Casing)	$17.50/LF
16.	Daily Travel of Core Boring Crew B/t Office and Site (Round Trip) (Excluding Mobilization Trip)	$3.00/Mile
17.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	$100.00/Day
18.	Hazardous Materials Protective Clothing and Equipment	Cost + 20%
19.	Vane Shear or Static Cone Testing of Soft Soils W/ Drill Crew and Rig	$300.00/Hr
20.	Field In – Place California Bearing Ratio Test (MIL – STD – 621A)	Special Quote
21.	Plate Bearing Tests (Standard Plate Load Test Performed Near Ground Surface)	Special Quote
22.	Geophysical Surveying – Equipment, Field Engineer and Helper	Special Quote
23.	Hand Augering (5 Ft) and Penetrometer Testing (36 In) (DCP)	$150.00/Ea
24.	Hand Auger and Wildcat Testing (2-Man Crew - Portal to Portal)	$150.00/Hr
25.	Borings using Tripod Mounted Equipment	
	a. 3 – Man Crew and Equipment (Portal to Portal)	$300.00/Hr
	b. 4 – Man Crew and Equipment (Portal to Portal)	$350.00/Hr

Note: Field soils exploration services performed with a drill rig and crew are subject to a minimum fee of $2500.00.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **January 1, 2024**

LABORATORY SOIL MECHANICS TESTS

CLASSIFICATION TESTS

1.	Moisture Content Tests and Visual Soil Classification (ASTM D 2216)	$13.00/Ea
2.	Atterberg Liquid and Plastic Limits (ASTM D 4318)	$100.00/Ea
3.	Mechanical Analysis of soils (ASTM D 422) (Sieve Analysis plus Hydrometer Analysis)	$150.00/Ea
4.	Dry Preparation of Soil Samples (ASTM D 421)	$25.00/Ea
5.	Wet Preparation of Soil Samples (ASTM D 421)	$100.00/Ea
6.	Amount of Materials in Soils Finer than #200 Sieve (ASTM D 1140)	$50.00/Ea
7.	Sieve Analysis of Soils (ASTM C 136)	$85.00/Ea
7.	Sieve Analysis of Aggregates (ASTM C 136)	$275.00/Ea
8.	Specific Gravity Test (ASTM D 854)	$125.00/Ea
9.	Organic Content (ASTM D 2974)	$100.00/Ea
10.	Topsoil Test (ALDOT Method)	$200.00/Ea

SHEAR TESTS & DENSITY TESTS

11.	Unconfined Compression Tests & Unit Weight (ASTM D 2166)	$110.00/Ea
12.	Unconsolidated – Undrained Triaxial Compression Test (3 – Points per Test – ASTM D 2850 – Q)	$420.00/Ea
13.	Unconsolidated – Undrained Triaxial Compression Test (2 – Pt)	$280.00/Ea
14.	Unconsolidated – Undrained Triaxial Compression Test (1 – Pt)	$140.00/Ea
15.	Consolidated – Undrained Triaxial Compression Test (3 – Points per Test – EM 1110 – 2 – 1906 – R)	$1200.00/Ea
16.	Consolidated – Undrained Triaxial Compression Test With Pore Pressure Measurements (3 – Pt) (Using Back Pressure Saturation – EM 1110 – 2 – 1906)	$1,500.00/Ea
17.	Moisture Content & Unit Weight	$55.00/Ea
18.	Direct Shear Test a. Quick b. Consolidated = Drained	 $550.00/Ea $1650.00/Ea
19.	Remold Sample / Point	$30.00/Pt

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **January 1, 2024**

CONSOLIDATION TESTS

20.	Consolidation Tests (ASTM D 2435- Test Method A)	
	a. Set of One	$700.00/Ea
	b. Set of Two	$900.00/Ea
	c. Set of Three	$1100.00/Ea
	d. Set of Four	$1300.00/Ea
	e. Set of Six	$1700.00/Ea
	f. Set of Eight	$2100.00/Ea
21.	Consolidation Tests (ASTM D 2435- Test Method B)	
	a. Set of One	$1100.00/Ea
	b. Set of Two	$1300.00/Ea
	c. Set of Three	$1500.00/Ea
	d. Set of Four	$1700.00/Ea
	e. Set of Six	$2100.00/Ea
	f. Set of Eight	$2500.00/Ea

LABORATORY DENSITY & CBR TESTS

22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$150.00/Ea
	Cohesive Soils (SC, CL, CH)	$200.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
	Cohesive Soils (SC, CL, CH)	$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$225.00/Ea
	Cohesive Soils (SC, CL, CH)	$275.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$250.00/Ea
	Aggregates & Cohesive Soils (SC, CL, CH)	$300.00/Ea
24.	Bulk Specific Gravity/Absorption of Aggregate	$450.00/Ea
25.	Laboratory Vibrated Density	
	a. Maximum & Minimum (ASTM D 4253 & 4254)	$250.00/Ea
	b. (ALDOT 140)	$300.00/Ea
26.	Laboratory California Bearing Ratio, CBR, (ASTM D 1883) / Pt	$200.00/Pt
27.	Resilient Modulus, MR	$850.00/Ea

HYDRAULIC CONDUCTIVITY TESTS

28.	Hydraulic Conductivity Test – Flexible Wall Permeameter Constant Head (EM 1110 – 2 – 1906 – Using Back Pressure Saturation and ASTM D 5084)	$400.00/Ea
29.	Hydraulic Conductivity Test with Rigid Wall Permeameter – Constant Falling Head (ASTM D 2424)	$250.00/Ea

CHEMICAL TESTS

30.	Soil or Water pH (ASTM D 4972 & 6 – 51)	$40.00/Ea
31.	Soil or Water Resistivity (ASTM G 57)	$100.00/Ea

A 10% surcharge will apply to laboratory testing fees for projects where testing is not part of geotechnical investigation and reporting. This fee is to cover general project management and scheduling, laboratory report review, and report distribution.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

January 1, 2024

CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTIONS

1.	Soil Field Density, Asphalt, & Concrete Testing (Minimum 2 Hours)	
	a. Technician Level I	$55.00/Hr
	b. Technician Level II	$62.50/Hr
	c. Technician Level III	$70.00/Hr
	d. Technician Level IV	$80.00/Hr
	e. Technician Level V	$90.00/Hr
	f. ICC Certified Inspector	$90.00/Hr
	g. Technician Supervisor	$100.00/Hr
	Note: Services performed after regular office hours (7:00 – 5:00) will be subject to overtime rates and/or a 4 hour minimum.	
2.	Auto Mileage Charge	Federal Rate
3.	Floor Flatness Technician to Rate f-number	Special Quote
4.	Initial Field Curing of Concrete Test Specimens In accordance with ASTM – C-31 (When Requested)	Special Quote
5.	Laboratory Curing & Testing of Concrete Test Cylinders (Including Mold)	$22.50/Ea
6.	Laboratory Curing "Hold" Concrete Test Cylinders (Including Mold)	$22.50/Ea
7.	Laboratory Curing, Testing & Reporting Concrete Beam Strengths (Flexural Strength)	$140.00/Ea
8.	Laboratory Curing "Hold" Concrete Beams	$40.00/Ea
9.	Laboratory Curing, Testing and Reporting 4" x 4" x 6" Block Fill	$40.00/Ea
10.	Laboratory Curing "Hold" 4" x 4" x 6" Block Fill	$40.00/Ea
11.	Laboratory Curing, Testing and Reporting 2" x 2" Grout / Mortar Cubes	$30.00/Ea
12.	Laboratory Curing "Hold" 2" x 2" Grout / Mortar Cubes	$30.00/Ea
13.	Compressive Testing Concrete Masonry Prisms	Special Quote
14.	Absorption, Unit Wt., and Compressive Testing Concrete Masonry Block	Special Quote
15.	Preparing (Trim & Cap), Curing, and Testing Drilled Concrete Cores	$100.00/Ea
16.	Gradation Analysis of Aggregates	$300.00/Ea
17.	Capping of Concrete Test Specimens	$20.00/Ea

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

January 1, 2024

18.	Coring of Asphaltic Cement	
	a. Cost of Core Barrel and Machine	$5.00/In/In ($200.00 Minimum Charge)
	b. Hourly Technician Rates Apply	
	c. Patching of Core Holes w/ Asphalt	$20.00/Ea
19.	Coring of Concrete	
	a. Cost of Core Barrel and Machine	$8.00/In/In ($200.00 Minimum Charge)
	b. Hourly Technician Rates Apply	
	c. Patching of Core Holes w/ Concrete	$30.00/Ea
20.	Thickness and Density Measurements of Drilled Asphalt Cores	$70.00/Ea
21.	ASTM C-33 Tests on Aggregates	Special Quote
22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$150.00/Ea
	Cohesive Soils (SC, CL, CH)	$200.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
	Cohesive Soils (SC, CL, CH)	$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$225.00/Ea
	Cohesive Soils (SC, CL, CH)	$275.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$250.00/Ea
	Aggregates & Cohesive Soils (SC, CL, CH)	$300.00/Ea
24.	Laboratory Vibrated Density	
	b. Maximum & Minimum (ASTM D 4253 & 4254)	$250.00/Ea
	b. (ALDOT 140)	$275.00/Ea
25.	One Point Proctor Verification	
	a. Standard Proctor	$100.00/Pt
	b. Modified Proctor	$150.00/Pt
26.	Soil Classification Test	$200.00/Ea
27.	Pile Load Tests	Special Quote
28.	Work Requiring Fall Protection (In Addition to Personnel Rate)	$40.00/Hr
29.	Paint Thickness Measurements – Technician and Gauge	Special Quote
30.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	$120.00/Day
31.	Concrete Performance Analysis	Special Quote

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

January 1, 2024

32.	Instrumentation and Equipment		
	a.	Submeter GPS	$100.00/Day
	b.	2" Travel Micrometer Gauges, Wire / Scale, Reference Beams And Survey Equipment for Load Tests	$500.00/Day
	c.	Inclinometer (Vertical or Horizontal) for Measuring Earth or Pile Movements	Special Quote
	d.	Torque Wrench and Skidmore Device	$75.00/Day
	e.	Mobilization / Demobilization and Rental of Portable Testing Laboratory	Special Quote
	f.	Settlement Plates	Special Quote
	g.	Saximeter	$50.00/Day
	h.	Cylinder Molds	
		Case of 24- 6" x 12" Cylinder Molds (W/out Lids)	$120.00/Ea
		Case of 36- 4" x 8" Cylinder Molds (W/out Lids)	$120.00/Ea
	i.	Nuclear Density Gauge	$25.00/Day
	j.	Sand Cone Equipment & Field Scales	$100.00/Day
33.	Any Other Instrumentation or Equipment (When Requested)		Special Quote

During construction phase testing, a 10% surcharge will apply to the field technician and laboratory testing fees to cover general project management and scheduling, field and laboratory report review, and report distribution. This surcharge is not applied to mileage, equipment rental or any additional consultation fees provided by the technician manager or engineers.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2024

ENGINEERING, ADMINISTRATIVE, AND TECHNICAL SERVICES

1.	Principal Engineer – Licensed Professional Engineer	$200.00/Hr
	Special Services	$300.00/Hr
2.	Senior Project Engineer – Licensed Professional Engineer	$180.00/Hr
	Special Services	$270.00/Hr
3.	Project Engineer – Licensed Professional Engineer	$160.00/Hr
	Special Services	$240.00/Hr
4.	Professional Engineer or Geologist	$140.00/Hr
5.	Staff Engineer or Geologist	$110.00/Hr
6.	Project Manager	$150.00/Hr
7.	Engineering Technician – Field and Office	
	a. Technician Level I	$55.00/Hr
	b. Technician Level II	$62.50/Hr
	c. Technician Level III	$70.00/Hr
	d. Technician Level IV	$80.00/Hr
	e. Technician Level V	$90.00/Hr
	f. ICC Certified Inspector	$90.00/Hr
	g. Technician Supervisor	$100.00/Hr
8.	Computer Processor / Draftsman	$80.00/Hr
9.	Typist and Reproduction Clerk	$60.00/Hr
10.	Travel by Automobile or Pick Up Truck	Federal Rate
11.	Air Travel and / or Per Diem for Administration, Engineering, Or Technicians	Cost + 10%
12.	Consultants with Special Expertise	Special Quote
13.	Special Tools, Equipment or Clothing Not Normally used For Most Operations	Cost + 20%
14.	Extra Reports (Over the Amount Specified in Proposal)	$50.00 /Ea
15.	File Copies	
	a. Per Page	$0.20/Ea
	b. Reproduction Clerk Time Applies	

EXHIBIT 'C': INSURANCE & CERTIFICATIONS

GEOTENG-01 PATRATWO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/9/2024

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 The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	CONTACT NAME: Amy Price PHONE (A/C, No, Ext): (205) 397-5105 FAX (A/C, No): (205) 397-5155 E-MAIL ADDRESS: aprice@prewitt.group
INSURED Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AXIS Surplus Insurance Company — 26620 INSURER B : Middlesex Insurance Company — 23434 INSURER C : The Sheffield Group INSURER D : Continental Casualty Company — 20443 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	EMP1900102505	5/22/2023	5/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	A0068115	5/22/2023	5/22/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	EMX2000054904	5/22/2023	5/22/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	41359-00	1/1/2024	12/31/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			MCH591949859	5/22/2023	5/22/2024	Each claim/Aggregate	2,000,000
A	Contractor Pollution			EMP1900102505	5/22/2023	5/22/2024	Each claim $1M Aggre	2,000,000

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

Re: Project # 2024-3005-03, 2024 CIP Resurfacing, Council Districts 6&7

Coverage for Worker's Compensation is limited to the provisions of the Alabama Workers Compensation Law.

Officers Excluded from Workers Compensation are as follows: Lynn C. Doyle II and Clayton B. Doyle. Workers Compensation Employers Liability Carrier for The Sheffield Fund is ACE American Insurance Company NAIC#35378, Limits the same, effective 01-01-2024 to 01-01-2025, Policy# HDO G71464064. See attached Dec Page.

City of Mobile is named Additional Insured with Waiver of Subrogation in regard to General Liability, Automobile Liability and Umbrella Liability policy when SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: GEOTENG-01 PATRATWO

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
The Prewitt Group		Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
required by written contract, per policy terms and conditions. If required by written contract, the coverage provided the Additional Insured will apply on a Primary and Non-Contributory basis over other valid and collectable insurance. Thirty (30) Day Notice of Cancellation provided directly by carrier, except Ten (10) Day Notice for Cancellation for Non-Payment of Premium.

Worker's Comp: Waiver of Subrogation in favor of City of Mobile in regard to Workers Compensation when required by written contract.

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EMPLOYERS LIABILITY INSURANCE POLICY DECLARATIONS PAGE

Policy Number: HDO G71464064

Issuing Company: ACE American Insurance Company

1. The Insured: Each Insured Member of The Sheffield Fund

   Mailing address: Meadow Corporate Park
   900 Corporate Drive
   Birmingham, AL 35242:

2. The policy period is from January 1, 2024 to January 1, 2025 12:01 A.M. standard time at the insured's mailing address.

3. Employers Liability Insurance of the policy applies to work in each state listed in Item 3.A. The limits of our liability under this policy are:

   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. A. State: Alabama

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans.
   All information required below is subject to verification and change by audit.

POLICY NUMBER: HDO G71464064

FORMS AND ENDORSEMENTS

SCHEDULE OF NOTICES

Form No.	Description
ALL208871006	Chubb Producer Compensation Practices & Policies
ILP0010104	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders

SCHEDULE OF COVERAGE FORMS

Form No.	Description
MS-373336.20124	Employers Liability Insurance Policy

SCHEDULE OF ENDORSEMENTS

Endt. No.	Form No.	Description
1	CC1K11h0314	Signatures
2	All23684a0115	Cap On Losses From Certified Acts Of Terrorism
3	TRIA11e0115	Disclosure Pursuant To Terrorism Risk Insurance Act
4	ALL180571211	Notification Of Premium Adjustment
5	ALL211011106	Trade Or Economic Sanctions Endorsement

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2024-3005-03 Current Date 5/8/24

Project Description 2024 CIP Resurfacing Council Districts 6 & 7

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) 5/8/2024 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Archnique Kidd, Supplier Diversity Manager
Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) 5/9/2024 (Date)

Approved By (CAO)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of Geotechnical Engineering Testing, 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 Geotechnical Engineering Testing, 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 Geotechnical Engineering Testing, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: Company ID Number 296114

CEO of Geotechnical Engineering Testing, Inc

Sworn to and subscribed before me this the 23 day of MAY, 20 .

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

JACQUELINE TOKUHARA
Notary Public
Alabama State at Large

AGENDA ITEM SUMMARY SHEET

Agenda of:6/11/2024

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

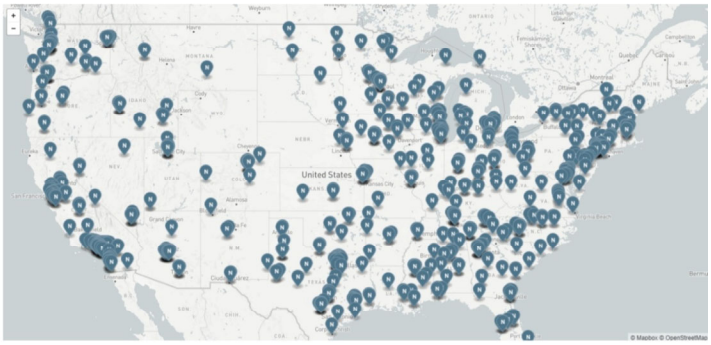
Local Primary Distributors

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:6/11/2024

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:6/11/2024

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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.20.2030.2032.2005.0000.0000.42140. Review: Buyer: 910520704 Status: Approved Page 1

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
	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:6/11/2024

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:6/11/2024

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

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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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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 ☐ 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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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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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

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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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

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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OSPRINI-01 NICK

CERTIFICATE OF LIABILITY INSURANCE

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

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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.lck@alliant.com
INSURED Osprey Initiative, LLC c/o Personnel Management Inc. 242 Lynbrook Blvd Shreveport, LA 71106	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Interstate Insurance Company — 31895 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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	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

CONTENTS

Definitions..... I

Standards..... II

Scope of Work..... III

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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 Mellen

Its: Sr. Project Manager

Address: 2350 Halls Mill Rd
Mobile, AL 36606

Telephone: 251-525-9727

STATE OF ALABAMA
COUNTY OF MOBILE

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

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

_____
Notary Public

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

EXHIBITS

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

Project Closeout Checklist..... Exhibit B

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

Procurement of Recovered Materials..... Exhibit D

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

EXHIBIT A: CONSULTANT'S FEE SCHEDULE

PROJECT – Litter-Free Mobile Education Program

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

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

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

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

EXHIBIT B: PROJECT CLOSEOUT CHECKLIST

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

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

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 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: 1315487.

Project Manager of Osprey Initiative

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

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

Signature and Seal of Notary Public

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

EXHIBIT D: PROCUREMENT OF RECOVERED MATERIALS

§ 200.323 Procurement of recovered materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(J) See § 200.323 Procurement of recovered materials.

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

(L) See § 200.322 Domestic preferences for procurements.

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
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 / N/A: Y						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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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							
	☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			442 2877-D01-01	04/01/2023	10/01/2023	BODILY INJURY (Per person)	$ 250,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			531 8512-B17-01	02/17/2023	08/17/2023	BODILY INJURY (Per accident)	$ 500,000
							PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						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:6/11/2024

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:6/11/2024

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	6/11/2024
attachment	Cover Memo	6/11/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/11/2024 - 10:06 AM

60-531 2024

RESOLUTION AUTHORIZING ISSUANCE OF SUBPOENAS BY SPECIAL COUNSEL

SPONSORED BY: COUNCILMEMBERS C. J. SMALL, BEN REYNOLDS, & JOSH WOODS

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
Paul Prine	1. Any and all documents relating to an agreement executed between the City of Mobile, AL and 321z Insights, LLC 2. Any and all documents related to the chain of command of the GCTC, including allegations that you were improperly cut out of or unable to use GCTC resources. 3. Any and all documents relating to an alleged breakdown of relations between you and the Administration of the City of Mobile. 4. Any and all written grievances filed or submitted by you to the City of Mobile.	6/5/24
Custodian of Records, 321z Insights, LLC	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, LLCX b. documents of 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 version of a letter from Jonni Baker to the City of Mobile, AL Police Department, Attention Cmdr. Kevin R. Levy enclosing a “peer review” of Operation Echo Stop.	6/10/24
