AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, June 4, 2024, 10:30 AM

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

   Rabbi Steven Silberman, Public Safety Chaplain

   Rabbi Steven Silberman, Public Safety Chaplain
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **COMMUNICATIONS FROM THE MAYOR**
7. **ADOPTION OF THE AGENDA**
8. **APPEALS**

   Request of Isaiah 53 Holiness Church for a waiver of the Noise Ordinance at Trinity Gardens Park on June 8, 2024, from 3:00 p.m. - 6:00 p.m. (District 1).

   Request of Antonio Franks for a waiver of the Noise Ordinance at 857 S. Scott Street on June 8, 2024, from 3:00 p.m. - 10:00 p.m. (District 3).

   Request of Mobile County Health Department for a waiver of the Noise Ordinance at Lyons Park on August 8, 2024, from 7:00 a.m. - 12:30 p.m. (District 2).

   Request of Church of the Divine Restoration for a waiver of the Noise Ordinance at 3315 Dauphin Island Parkway on June 15-21, 2024, from 7:00 p.m. - 10:00 p.m. (District 3).

   Request of Johnnie Robinson for a waiver of the Noise Ordinance at 4791 Le Sure Road, Theodore, Al 36582 on June 14-15, 2024, from 6:00 p.m. - 2:00 a.m. (District 4).
9. **PUBLIC HEARINGS**

Public hearing to consider modification of a previously approved Planned Unit Development for property located at 1109, 1111, and 1113 West I-65 Service Road, N. (District 1).

Public hearing to consider a modification of a previously approved Planned Unit Development for property located at 4464 and 4474 Halls Mill Road (District 4).

Public hearing to declare the structure at 3154 Riverside Drive a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 7151 13th Street a public nuisance and order it demolished (District 7).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Michael Evans - Problems with large trees in downtown, architectural building projects, WAVE Transit, batting cage facilities, need for a 24-hour library.

Sylvia Reed - Police brutality and order for a house raid.

John Young - Provide information about Men United Against Violence's summer campaign.

Reggie Hill - Fitness for duty, and Parks & Recreation Dept.

11. ORDINANCES HELD OVER

88-036 Ordinance donating certain City property to the City's Affordable Housing Program and authorizing the sale (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

12. CONSENT RESOLUTIONS HELD OVER

40-293 Declare the structure at 2154 Grove Court a public nuisance and order it demolished (sponsored by Councilmember Small).

13. CIP RESOLUTIONS HELD OVER

21-486 Authorize contract with H. O. Weaver & Sons, Inc. for 2024 CIP Resurfacing, Districts 6 & 7; $2,789,867.36 (sponsored by Councilmembers Reynolds, Woods & Gregory and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

14. RESOLUTIONS HELD OVER

08-487 Approve purchase order to Classic Paint & Body, Inc. for damage repair to fire pumper truck; $21,115.96 (sponsored by Mayor Stimpson) (submitted by

John Paine, Purchasing Dept.).

08-488 Approve purchase order to Stivers Chrysler Dodge Jeep Ram for crew cab pickup truck for Traffic Engineering; $40,452.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-489 Approve purchase order to UKG Kronos Systems, LLC for annual renewal of software for MFRD; $18,420.75 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-490 Approve purchase order to Wisperkool for portable HVAC unit for Tennis Center; $51,720.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-491 Re-allocate $1,000,000.00 in the Capital Improvement Fund to Capital Project Langan Park Lake Dredging (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Relya Gill McMillian, Capital Projects).

09-492 Re-allocate $600,000.00 from Capital Improvement Reserve to Capital Project Springhill Court and Springhill Ave. Site Improvement (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-493 Authorize contract with Best Price Services, LLC for ROW mowing, Zeigler Blvd. (sponsored by Councilmember Gregory and Mayor Stimpson (submitted by Marc Vassallo, Public Services Dept.).

21-494 Authorize contract with Geotechnical Engineering Testing, Inc. for Western Bayfront resurfacing; $38,600.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-495 Authorize contract with SPV Associates, Inc., d/b/a OnIndus for eBuilder; $200,125.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-496 Authorize contract with The Peninsula of Mobile, Inc. for the FY23 Hurricane Response Debris Removal Grant; $30,000.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Casi Callaway, Resilience Dept.).

21-497 Authorize contract with USA Industrial Medicine for employee physical exams; NTE $100,000.00 per year (sponsored by Mayor Stimpson) (submitted by Daniel Davis, Risk Mgmt.).

25-498 Grant a permanent easement to Alabama Power to provide new underground service to Lavretta Park (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Eng. Dept., and Carleen Stout-Clark, REAM Dept.).

60-500 Authorize Settlement Agreement and Release of Claims; Nelson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. ORDINANCES BEING INTRODUCED

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).

16. CONSENT RESOLUTIONS BEING INTRODUCED

37-501 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to 509 Live; 270 Dauphin Street (sponsored by Councilmember Carroll).

40-502 Declare the structure at 3154 Riverside Drive a public nuisance and order it demolished (sponsored by Councilmember Small).

40-503 Declare the structure at 7151 13th Street a public nuisance and order it demolished (sponsored by Councilmember Gregory).

58-504 Authorize removal of weeds, Group 1657.

58-505 Assess costs for removal of weeds, Weed Lien Group 1653.

60-506 Determine an appropriation to Opportunity 4 Entertainers & Performing Arts serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

17. RESOLUTIONS BEING INTRODUCED

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).

23-511 Accept deed from the State of Alabama, Department of Conservation and Natural Resources for the acquisition of Helen Wood Park (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

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).

18. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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	5/30/2024 - 8:53 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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	5/30/2024 - 8:55 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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 Gauthier, Lana	Approved	5/30/2024 - 10:11 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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 Gauthier, Lana	Approved	5/30/2024 - 1:25 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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 Gauthier, Lana	Approved	5/30/2024 - 10:12 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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 Gauthier, Lana	Approved	5/30/2024 - 10:14 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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 Gauthier, Lana	Approved	5/30/2024 - 10:16 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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	5/30/2024 - 9:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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	5/30/2024 - 9:09 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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	5/30/2024 - 2:09 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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	5/30/2024 - 2:12 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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 Gauthier, Lana	Approved	5/30/2024 - 10:23 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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 Gauthier, Lana	Approved	5/30/2024 - 10:18 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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 Gauthier, Lana	Approved	5/30/2024 - 10:25 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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 Gauthier, Lana	Approved	5/30/2024 - 2:05 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:

James Roberts, Neighborhood Development

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	5/23/2024
Purchase Agreement	Cover Memo	5/23/2024
Developer Agreement	Cover Memo	5/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	5/23/2024 - 2:00 PM
Legal	Kern, Chris	Approved	5/23/2024 - 3:14 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 4:01 PM

AN ORDINANCE DONATING CERTAIN CITY PROPERTY TO THE CITY'S AFFORDABLE HOUSING PROGRAM 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 property at 311 N Claiborne Street hereinafter described is made available for donation and made available as program matching resources to the affordable housing program administered by the City of Mobile and that it is in the best interest of the City of Mobile and in the public interest that said properties be sold to FIGURES INVESTMENTS, INC. for the purpose of an affordable housing Project:

Property Description
Parcel Key: 00737224
Parcel ID: R022906400003036.000
Parcel Owner: CITY OF MOBILE
205 GOVERNMENT ST 4TH FLOOR
MOBILE , AL 36602

Legal Description
Lot 3 DeTonti Pointe, as recorded in instrument number 2023027310

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

SECTION THREE: The Mayor and the 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 Warranty Deed when prepared for the property shown above.

SECTION FOUR: Said Purchase Agreement and Warranty Deed are 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 and in the office of the Real Estate Officer of the City of Mobile, 4th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FIVE: The Mayor and the 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 Developer Agreement and any required Security Documents to secure such Agreement requirement when prepared for the property shown above.

SECTION SIX: The Mayor is also hereby authorized and directed to remit an amount not to exceed fifty (50) percent (%) of the cash proceeds from said sale to the Board of School Commissioners of Mobile County pursuant to the acquisition requirements within the purchase/transfer agreement with the same entity.

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

Adopted:

_____

Lisa C. Lambert, City Clerk

PURCHASE AGREEMENT FOR

311 N Claiborne St

This Purchase Agreement ("Agreement") is between the City of Mobile, as seller (hereinafter the "City"), and Figures Investments, Inc., an Alabama corporation as purchaser, whose address is 2476 Commercial Park Drive, Mobile, Alabama 36606 (hereinafter "Purchaser").

WHEREAS, the City desires to the sell the property described in Exhibit "A" of this Agreement (hereinafter the "Property") to the Purchaser, and the Purchaser desires to purchase the Property from the City.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and agreements hereinafter contained, it is mutually agreed as follows:

1. Description of Property. The Property are parcels of real estate located in the City of Mobile, Mobile County, as more particularly described in the legal descriptions attached hereto as Exhibit A.

2. Sale. The Purchaser agrees to purchase the Property, and the City of Mobile agrees to sell the Property, including all of City's right, title and interest in and to all appurtenances, easements, access rights and similar rights, under the terms and conditions contained herein.

3. Purchase Price. The purchase price for the Property (hereinafter "Purchase Price") shall be Five Hundred Sixty Thousand and 00/100 ($560,000.00). The Purchaser agrees to assume all costs associated with the conveyance of the Property as outlined in this Agreement. The Purchaser agrees to present a money order, certified check or cashier's check made payable to the City of Mobile at closing.

4. Responsibility for Title Insurance. The City will provide Purchaser with a Commitment for Title Insurance. The Purchaser shall be responsible for payment of the premiums for any Title Insurance Policy obtained by the Purchaser.

5. Responsibility for Taxes and Other Charges. The Purchaser is responsible for property, ad valorem, any other taxes, municipal liens, or fines arising from and after the date of the closing.

6. Deed and Recording. The City will convey the Property to the Purchaser by General Warranty Deed, the form of which attached hereto as Exhibit B and incorporated herein. The City shall pay for recording the deed evidencing such conveyance.

7. Condition of Property. The Purchaser takes the Property "AS IS" and "WITH ALL RISKS." The City does not grant any warranties, either implied or express, except as provided in the General Warranty Deed.

8. Property Inspection. The City and Purchaser agree that the Purchaser has been able to complete an inspection of the Property.

9. Closing. Purchaser and City agree that closing shall be simultaneous with the execution of this Agreement.

10. Closing Costs. The City will pay all closing costs associated with recording the deed. Purchaser to pay all other closing costs.

11. Possession. Possession is delivered to the Purchaser at closing.

12. Representations and Warranties. As of the date of this Agreement, the following representations and warranties of the Purchaser shall be deemed made and effective, all of which are deemed material to City and are being relied upon by City:

    a. Purchaser has the full right, capacity, power and authority to enter into, and stands ready to perform, this Agreement and the transactions contemplated hereby.

    b. Purchaser agrees to accept immediate custody, possession and control of the Property and any and all buildings on the Property upon receipt of the General Warranty Deed from the City.

    c. The Purchaser agrees and understands that the City has conveyed the Property to the Purchaser for redevelopment and that the Purchaser will only use the property consistent with the terms, conditions and understanding of this Agreement.

    d. Upon accepting possession of the Property, the Purchaser agrees to maintain the Property until such time that it may be feasible to redevelop the Property.

    e. All such representations, warranties, covenants and agreements by City or Purchaser shall be true and accurate as of the date of this Agreement, during the term hereof and as of the date of closing.

13. Extensions. If the Purchaser determines that it cannot completely perform all of its obligations within the agreed-upon time frame, the Purchaser may request an extension in writing from the City. Extensions may be granted at the sole discretion of the City.

14. Indemnification. Purchaser shall indemnify, defend and hold harmless, City and its officers, elected officials, agents, representatives, and employee in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses arising from or in connection with performance or nonperformance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. This includes from any legal action instituted by a third party against City and from any and all claims and losses, including attorneys' fees and costs, accruing, resulting, or arising from:

    a. The rehabilitation, demolition or redevelopment of the Property;

    b. Purchaser or Purchaser's lenders, contractors, subcontractors, agents, employees, material providers, laborers and any other person, firm or corporation furnishing or

supplying funding, work, services, materials or supplies in connection with the development of the Property referenced under this Agreement; and

c. Any person or entity injured or damaged by any act, omission, error, act of misconduct, and/or negligent act of Purchaser or Purchaser's lenders, contractors, subcontractors, agents, employees, material providers, laborers and any other person, firm, or corporation furnishing or supplying funding, work, services, materials or supplies in connection with the development of the Property referenced under this Agreement.

15. Miscellaneous.

a. Governing Law. This Agreement shall be governed by Alabama law.

b. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all counterparts shall together constitute only one agreement.

c. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then all the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law.

d. Written Notice. All requirements for written notice contained in this Agreement shall be accomplished by any one of the following methods:

i. Personal service with service being effective upon delivery, or

ii. Certified mail, return receipt requested, with service being effective on the date of receipt or second attempted delivery.

iii. Notices shall be addressed as follows:

1. City: City of Mobile
Neighborhood Development
205 Government Street
Mobile, Alabama 36602

2. Purchaser: Figures Investments, Inc.
2476 Commercial Park Drive
Mobile, Alabama 36617
Attn: Rashawn Figures

e. Binding Effect. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.

f. Entire Agreement. This Agreement contains the entire understanding of the parties hereto as to the matters provided for herein; all prior agreements between the

parties, whether written or oral, are merged herein and shall be of no force and effect. This Agreement cannot be changed or modified orally, but only by an agreement in writing signed by each of the parties hereto.

g. Exhibits. The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

h. Effective Date. The City and the Purchaser agree that this Agreement shall be considered effective on the date it is signed by both parties. If the parties sign on separate days, the Agreement will be effective on the date of the final signature.

i. Brokerage. City and Purchaser represent that neither has used the services of any broker.

j. Termination of Agreement. The parties have agreed that this Agreement shall terminate on the date in which all terms and benefits of this Agreement have been satisfied.

k. Subject to Terms of Developer Agreement. The final terms of this Purchase Agreement are subject to a simultaneously executed affordable housing program developer agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Purchaser has caused this instrument to be executed by its duly authorized representative on this the ___ day of _____, 2024.

PURCHASER:

Figures Investment, Inc.,
an Alabama corporation

By: _____

_____

Its _____

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that _____, whose name as _____ of Figures Investment, 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 above and foregoing instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and notarial seal this the ___ day of _____, 2024.

[Affix Seal]

_____

NOTARY PUBLIC
My commission expires: _____

IN WITNESS WHEREOF, the City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name and its seal to be hereto affixed, on this the _____ day of _____, 2024.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Its Mayor

ATTEST:

_____
Its City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that William S. Stimpson and _____, whose names as Mayor and City Clerk, respectively, of the CITY OF MOBILE, a Municipal Corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and notarial seal this the ___ day of _____, 2024.

[Affix Seal]

_____
NOTARY PUBLIC
My commission expires: _____

EXHIBIT A
Property Description

Parcel Key: 00737224
Parcel ID: R022906400003036.000
Parcel Owner: CITY OF MOBILE
205 GOVERNMENT ST 4TH FLOOR
MOBILE , AL 36602

Legal Description

Lot 3 DeTonti Pointe, as recorded in instrument number 2023027310

EXHIBIT B

Warranty Deed

STATE OF ALABAMA

COUNTY OF MOBILE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF MOBILE, a municipality of the State of Alabama, hereinafter referred to as GRANTOR, for and in consideration of the sum of FIVE HUNDRED SIXTY THOUSAND AND 00/100 ($560,000.00) and other valuable consideration this day cash in hand paid to it by FIGURES INVESTMENTS, INC., an Alabama corporation, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged by these presents, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said GRANTEE, its successors and assigns, the following described parcel of real property situated in Mobile County, Alabama, to-wit:

Parcel Key: 00737224
Parcel ID: R022906400003036.000
Parcel Owner: CITY OF MOBILE
205 GOVERNMENT ST 4TH FLOOR
MOBILE , AL 36602

Legal Description:

Lot 3 DeTonti Pointe, as recorded in instrument number 2023027310

This conveyance is made subject to any and all easements, setback line requirements, reservations and restrictions which are of public record in the Office of the Judge of Probate of Mobile County, Alabama, to any present encroachments thereon, if any, and to the lien of real property taxes hereinafter falling due.

TOGETHER with all and singular, the rights, privileges, benefits, improvements, tenements, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, in fee simple, forever.

And the GRANTOR does hereby covenant and warrant with and unto the said GRANTEE, and its successors and assigns, that the City of Mobile is seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that the same is free from all liens and encumbrances; that the City of Mobile, its successors or assigns, shall forever warrant and defend the same unto the said GRANTEE, and unto its successors or assigns, forever against the lawful claims of all persons.

All recording references herein refer to the records of the Office of the Judge of Probate of Mobile County, Alabama, unless otherwise specified.

[Signature page follows]

IN WITNESS WHEREOF, the City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name and its seal to be hereto affixed, on this the _____ day of _____, 2024.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Its Mayor

ATTEST:

_____
Its City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said county in said state, hereby certify that William S. Stimpson and Lisa C. Lambert, whose names as Mayor and City Clerk, respectively, of the City of Mobile, a Municipal 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 the above and foregoing conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2024.

(SEAL)

_____
Notary Public
My Commission Expires:_____

Address of Grantee:
Figures Investments, Inc.
2476 Commercial Park Drive
Mobile, AL 36606

THIS INSTRUMENT PREPARED BY:
City of Mobile
205 Government Street
Mobile, AL 36602
(251) 208-6294

AFFORDABLE HOUSING PROGRAM DEVELOPER AGREEMENT
BETWEEN
THE CITY OF MOBILE, ALABAMA AND FIGURES INVESTMENTS, INC.

This **AFFORDABLE HOUSING PROGRAM DEVELOPER AGREEMENT** ("hereinafter "Agreement") is made and entered into this _____ day of _____, 2024, by and between the City of Mobile ("City"), an Alabama municipal corporation, and Figures Investments, Inc. ("Developer"), a limited liability company organized under the laws of the State of Alabama.

WHEREAS, City is the recipient of U.S. Department of Housing and Urban Development ("HUD") funds from the HOME Investment Partnership Act at Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 *et seq*. (hereinafter "HOME"); and,

WHEREAS, the City desires to respond to housing insecurity, by providing affordable housing and increasing housing stock through acquisition, new construction, reconstruction, and rehabilitation to increase the stock of decent affordable housing through eligible uses of its Federal Funds, as described in the City of Mobile's Consolidated Plan;

WHEREAS, the City of Mobile requests proposals on a continual basis for projects to utilize resources to develop affordable housing for low to moderate income households, and Developer submitted a proposal for the project referenced in this Agreement; and

WHEREAS, Developer shall act as owner and Developer of the Project described herein and will utilize resources provided as defined below to construct nine (9) dwelling units, four (4) of which shall be for affordable rental housing situated on the parcel located at 311 N Claiborne St, Mobile, Al 36603 having a Parcel Key No.: 737224 and Tax Parcel ID No.: 2906400003036XXX (hereinafter the "Project"); and,

WHEREAS, the City desires to award resources not to exceed a total of **$248,888.88** ("Resources") in real estate for the eligible Project consistent with the proportionate value of property described in **Exhibit "A"** (attached hereto and made a part hereof) that will be utilized for affordable housing, to construct the "Project";

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties as hereinafter set forth, the parties do hereby mutually agree as follows:

Section I – PROJECT DESCRIPTION

A. **Scope of Work**. Subject to the terms and conditions set forth herein, City agrees to provide a portion of real estate with a value of up to **Two Hundred Forty-eight Thousand Eight Hundred Eighty-eight and 88/100 dollars ($248,888.88)** to Developer for the construction of rental units for qualified LMI Households on the property as identified and approved by the City. Developer shall undertake the Project and perform all activities in accordance with Affordable Housing Program rules; other applicable Federal, state, and local laws and regulations; and the terms and conditions contained herein. Rental preference shall be given by Developer for those households that include police department personnel, fire department personnel, and current certified personnel from the following fields: elementary, primary, middle, and high school educators.

B. **Site Control /Site Location/Total Units/Specifications**. Developer will provide evidence of deeded site control under clear title for each building site and will not begin construction on any site until a notice to proceed has been issued by the City for each site. Prior to construction, Developer shall submit approved Plat Map subdividing the property in a manner consistent with constructing 9 dwelling units. Developer affirms that it has agreed to undertake the construction of four (4) dwelling units for affordable rental housing, at 311 N Claiborne St, Mobile, Al 36603 using plans and specifications approved by City.

C. **Eligible Activities and Costs.** Resources shall be utilized in furtherance of the following eligible activities: new construction of affordable rental housing. Resources are provided as permitted by HOME and/or ARPA program regulations.

D. **Cost Overruns**. Developer shall be solely responsible for ensuring completion of construction, within budget. Any cost overruns will be the sole responsibility of the Developer. City is only providing Real Estate value to this Project.

E. **Construction Funding/Disbursement.** Developer shall be responsible for all construction funding activity.

F. **Construction Schedule.** Begin Construction: Developer shall commence construction no later than nine (9) months after final execution of this agreement. Substantial Completion: Developer shall substantially complete construction of new units no later than eighteen (18) months after final execution of this agreement, except that such time for construction may be amended as set forth herein.

G. **Excusable Delays.** Completion of construction shall in all cases be subject to extensions for a period of time equal to the delay in completion caused as a result of an Excusable Delay. As used herein, the term "*Excusable Delay*" shall mean any delay in performance due to strikes, lockouts, or other labor or industrial disturbance, civil disturbance, future order of any government, court or regulatory body claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, lightning, earthquake, fire, hurricane, tornado, flood, washout, explosion, unusually inclement weather, moratorium or other unusual delay in obtaining necessary governmental permits or approvals (with developer using commercially reasonable efforts to obtain the same) or any other cause whatsoever beyond the reasonable control of developer (excluding financial inability to perform) to the extent that in each case of Excusable Delay, developer has notified City in writing within ten (10) days after the occurrence of each Excusable Delay event and has specified in detail the circumstances constituting the Excusable Delay and the anticipated number of days by which performance is delayed as a result thereof.

H. **Construction Methods and Techniques.** Developer shall be solely responsible for all construction, methods, techniques, and procedures and shall furnish all materials, equipment, machinery, tools and labor to perform the work required to complete construction. All materials shall be new and of good quality. Developer understands and agrees that if they are found to have used materials that are not new, i.e., seconds, an action under the Alabama Deceptive Trade Practices Act found in Title 8, Chapter 19 of the Code of Alabama 1975 may apply and the City will follow the rules and regulations described therein to report such deception and trade practices as applicable.

Section II - PROPERTY STANDARDS / INSURANCE

A. **New Units.** All housing units assisted with Funds awarded to Developer must meet the HOME Program Property Standards specified at 24 CFR 92.251(a) as well as the standards set out in, but not limited to, the following City Code Chapters: 11, 17, 19, 22, 25, 28, 44, 45, 52, and 64 and any other applicable state and local codes in effect at the time of Project completion.

B. **Sustainability.** All projects should "demonstrate responsible, quality construction with respect to energy efficiency, environmental impact, and reductions in the use of shared municipal resources". Developer shall construct New Units to meet the International Energy Conservation Code, Energy Star (or equivalent) certified building standards and receive the Energy Star label or certification. All new construction shall be IBHS Gold Fortified.

C. **Property and Casualty Insurance.** Developer agrees to keep all buildings or other improvements now on, or to be hereafter erected on the Property insured with an insurance company or companies licensed to sell property and casualty insurance within the state of Alabama, for maximum insurable value, naming City as an additional insured, until Developer's obligations to City are fully complete. In the event of a loss, City shall receive its pro-rata share of insurance proceeds, relative to the amount of City investment at the time of the loss.

D. **Commercial General Liability Insurance.** Developer agrees to maintain comprehensive commercial general liability insurance with an insurance company or companies licensed to sell public liability insurance within the state of Alabama, naming City as additional insured covering claims for bodily injury, death and property damage, in the amount of at least one million dollars for any occurrence.

E. **Worker's Compensation.** Developer shall maintain statutory worker's compensation and employer's liability coverage for all employees who will be engaged in the performance of the contract, including special coverage extensions where applicable.

F. **Proof of Insurance.** Developer shall at all times provide to City current written confirmation from the appropriate insurance company of compliance with the provisions of the above paragraphs, which shall include a copy of the applicable policy or policies, including all insuring pages, riders or endorsements.

G. **Taxes and Assessments.** Developer further agrees to pay all taxes and assessments on the Property, when due, or to reasonably contest the same and prevail or pay such tax or assessment pursuant to the same, and /or any and all liens which may be hereafter placed against said Property until Developer's Obligations to City are fully complete.

Section III - RENT OF UNITS

A. **Maximum Rent Rates.** Developer has the responsibility to market and rent the properties to low-to-moderate income households, as allowed by federal affordable housing programs, at or below the rates outlined in "Exhibit B" and shall remain at or below these rates unless

adjusted by HUD and notified by the City for the duration of the time covering the period for performance of this agreement.

Section IV - SECURITY INTEREST /PROGRAM INCOME

A. **Lien to Secure Debt / Developer's Assistance.** During any period of time when Developer owns an assisted property constructed under this Agreement for the first twenty (20) years (affordability period) after initial occupancy by a qualified household, Developer shall consent to the filing of a lien, in the form of a Mortgage, and the said Mortgage shall secure the full amount available during the construction and development phase. A mortgage shall be placed on each individual parcel included under this Agreement. The Mortgage shall be subject to all terms, conditions and limitations contained in this Agreement. The Developer shall execute a permanent Mortgage to the City for the principal amount of resources provided by City for the units. The mortgage shall have a term of twenty (20) years at two (2) percent (%) interest per annum and shall be paid from Net Operating Income. At the end of twenty (20) years of the Developer providing qualified affordable rental housing, any remaining terms of this Mortgage shall be extinguished and considered satisfied.

B. **Subordination of City Mortgage.** Upon request by Developer, the City may, at its option, execute a subordination of the City Mortgage for the purpose of Developer executing a mortgage with a traditional lending institution for construction financing of the Project.

C. **Program Income.** Program income means gross income received by the participating jurisdiction, state recipient or the subrecipient, that is directly generated from the use of Funds paid to Developer under this Agreement, less any and all amounts owed to Developer or payments or reimbursements made to the Developer pursuant to this Agreement or as if a sale had occurred. Program income includes, but is not limited to:

   i. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with Program funds or matching contributions;

   ii. Gross income from the use or rental of real property owned by City or assisted agency that was acquired, rehabilitated, or constructed with Affordable Housing Program funds or matching contributions, less costs incidental to generation of the income; (Program income does not include gross income from the use, rental or sale of real property received by the project owner, Developer or sponsor, unless the funds are paid by the project owner, Developer or sponsor to the participating jurisdiction, subrecipient or state recipient.)

   iii. Payments of principal and interest on loans made using Program funds or matching contributions;

   iv. Proceeds from the sale of loans (or the sale of obligations secured by loans) made with Program funds or matching contributions;

   v. Interest earned on program income pending its disposition; and

vi. Any other interest or return on the investment permitted under 24 CFR 92.205(b) of Program funds or matching contributions.

In the event of a lease between Developer and tenant, a lease agreement shall be executed between the Developer and tenant and govern the terms of maintenance, rent, and other particulars in compliance with federal program requirements. For any of the units which enter into a lease or lease-purchase agreement, during the lease portion of the agreement, Developer shall remit to City any Net Operating Income from the operation of the unit once all operating costs have been paid. This Net Operating Income will be recognized by City as Program Income. Developer will provide an operating budget for any units which enter into a lease or lease-purchase agreement.

Program income does not include other grants or donations received by Developer. All program income received is to be separately identified in Developer's financial records and returned immediately to City.

Section V - DEVELOPER FEES/ PAYMENT TERMS / REQUESTS FOR PAYMENT

A. **Developer Fees.** City shall provide no developer fee for this Project.

Any payments made under this Agreement must comply with the applicable requirements of 2 CFR Part 200.

B. **Payment Requests.** City shall provide no payments to Developer for this Project.

In no case will City pay any portion of any cost determined to be ineligible under this Agreement or under HOME and/or ARPA regulations, regardless of any mistaken determination of eligibility at the time the costs were incurred, nor will City reimburse any cost which has been or will be reimbursed from another source.

Payment requests shall be submitted to City at the following address:

City of Mobile
Neighborhood Development Department
Attn: Deputy Senior Director
205 Government Street
5th Floor – South Tower
Suite 515
Mobile, AL 36602

Payments shall be made by City to Developer at the following address:

Figures Investments, Inc.
2476 COMMERCIAL PARK DRIVE
Mobile, AL 36617

At the end of the period of this Agreement, unless such date is extended by formal amendment to this Agreement, if funds are unobligated and/or unexpended and the Developer has been paid all sums due and no homes are under construction, City reserves the right to recapture the resources for use on other eligible activities.

Section VI - PROVISIONS RELATED TO OTHER FEDERAL REQUIREMENTS

A. **Applicability**. This section contains the general conditions applicable to contracts for the disbursement of federal funds, including HOME funds. These are federal requirements and take precedence over any conflicting conditions in this Agreement. No funds shall be disbursed by Developer to any subcontractor except pursuant to a written contract that shall incorporate all applicable conditions set out in this Section.

B. **Uniform Administrative Requirements and Cost Principals.** Developer shall comply with the policies, guidelines, and requirements of the federal Office of Management and Budget's "Omni-Circular" codified at 2 CFR Part 200. Developer shall carry out its assisted activities in compliance with all applicable HOME Program laws and regulations described in 24 CFR Part 92, as amended.

C. **Affirmative Marketing.** The Project agreed upon herein will result in the development of four assisted units. If, upon further amendment, Developer's project results in the construction of five or more assisted units, Developer must comply with the applicable provisions of the City's affirmative marketing plan. See 24 CFR 92.351 (a)(2). City reserves the right to review the records that document Developer's affirmative marketing actions annually. Developer must take corrective actions if affirmative marketing requirements are not met per 24 CFR 92.351(a)(2)(v). City reserves the right to amend City's affirmative marketing procedures. Such amendments shall be conveyed, in writing, to Developer without amendment to this Agreement.

D. **Religious Organizations.** 24 CFR 92.257, as amended, states in part:
"HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. HOME funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOME funds in this part. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition." (See 24 CFR Parts 84 and 85.)

E. **Acquisition, Displacement and Relocation Requirements.** The City has adopted a policy that no displacement of homeowners and/or tenants shall occur as a result of Affordable Housing Program activities. Developer's acquisitions are intended to be carried out in compliance

with voluntary regulations founds at 49 CFR 24.101 and are explained in HUD's implementing instructions at Chapter 5 of HUD Handbook 1378.

To ensure compliance with City's policy of anti-displacement, no voluntary displacement of persons, businesses, or agencies should occur as a result of a assisted activity. If displacement from a site will be necessary, Developer shall notify City, in writing, prior to entering into any option or agreement to acquire that site. In the event that Developer fails to obtain approval to acquire an occupied site where displacement will be necessary, City reserves the right to refuse to participate in that acquisition, or the planned reuse of that parcel, to ensure compliance with its anti-displacement policy. Developer shall carry out its assisted activities in conformance with the requirements of 24 CFR 92.353, which deal with displacement, relocation, and acquisition.

F. **Audits** – Developer agrees to comply with the requirements of HOME Final Rule (24 CFR Part 92.506). Required audits must be conducted in accordance with 2 CFR Part 200.

G. **Press** – All publications, pamphlets, brochures, news releases, or other material prepared and/or distributed by Developer in connection with activities assisted under this Agreement shall identify City and HUD as sponsors of the Project.

H. **Acknowledgement** – All buildings, offices, and facilities used by Developer to fulfill obligations under this Agreement shall display a notice identifying City and HUD as sponsors of the Project.

I. **Civil Rights Compliance** – Developer agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086, as well as, Ordinance No.: 14-034 of the City of Mobile, Alabama, a Municipal Corporation.

J. **Fair Housing / Equal Opportunity** – Developer agrees to comply with all fair housing and equal opportunity laws governing the HOME Program in the marketing and sale of the properties.

K. **Nondiscrimination** – Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. Developer will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Developer agrees to post

in conspicuous places, available to employees and applicants for employment, notices to be provided by City setting for the provisions of this nondiscrimination clause.

L. **Section 504** – Developer agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. City shall provide Developer with guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

M. **M/WBE** – Developer will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of the activities covered by this Agreement. As used in this Agreement, the term "minority and women-owned business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. Developer may rely on written representations by contractors and subcontractors regarding their status as minority and/or women-owned business enterprises in lieu of an independent investigation.

N. **EEO/AA Statement** – Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that it is an Equal Opportunity or Affirmative Action employer.

O. **Contract/Subcontract Provisions** – Developer will include the provisions of paragraph (e) Civil Rights and (g) Nondiscrimination, in every subcontract, specifically or by reference, so that such provisions will be binding upon each contractor and subcontractor.

P. **OSHA** – Where employees of Developer are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the participant's health or safety.

Q. **Labor Standards** – Developer agrees to comply with all applicable requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to performance of this Agreement. Developer shall maintain documentation which demonstrates compliance with the hour and wage requirements. Such documentation shall be made available to the Lender for review upon written request. Developer further agrees that, except with respect to the construction of residential property designed for residential use for less than eleven (11) households, all Developers engaged under contracts in

excess of $2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor under 29 CFR, parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Developer of its obligation, if any, to require payment of the higher wage. Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

R. **"Section 3" Compliance** – Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon Developer and any contractors/subcontractors. Failure to fulfill these requirements shall subject Developer and any contractors/subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. Developer certifies and agrees to the best of its knowledge and belief that no contractual or other disability exists which would prevent compliance with these requirements. Developer further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement: "The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project."

S. **"Section 3" Notifications** – Developer agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

T. **"Section 3" Subcontracts** – Developer will include the Section 3 clause (as contained in Section VII(S) above) in every contract/subcontract and will take appropriate action pursuant to the contract/subcontract upon a finding that the contractor/subcontractor has been found in violation of regulations under 24 CFR 135 and will not let any contract/subcontract unless the contractor/subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

U. **Hatch Act** – Developer agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Codes.

Section VII - REPORTING AND RECORD KEEPING REQUIREMENTS

A. **Project Record Keeping.** Records must be kept by Developer on individual projects, which include the following information and documentation for all projects:

i. Each project meets the applicable property standards.

ii. The incomes and sizes of the families benefiting from the use of City resources.

iii. The per unit amount of City resources invested, in compliance with HUD's per-unit subsidy amount requirements and with HUD's purchase price requirements.

iv. Compliance with the affirmative marketing requirements and existence of acceptable procedures, if required.

v. Equal opportunity and fair housing records, including racial and ethnic groups and single-headed household data, and affirmative fair housing actions.

vi. Compliance with lead-based paint and any Davis-Bacon requirements, if applicable.

vii. Compliance with conflict of interest rules.

viii. Compliance with HOME Fair Market Rents and occupancy requirements.

ix. Records documenting program income for assisted projects.

x. Procurement records for all federally funded Program activities.

B. **General Record Keeping.**

i. Records to be Kept – Developer shall maintain records relating to matters covered by this Agreement as required by the Uniform Administrative Requirements and by any additional requirements in this Agreement. Such records shall be maintained for a period of five years, starting from the effective date of this Agreement.

ii. Documentation of Costs – All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

iii. Inspection of Records – At any time during normal business hours and as often as City, HUD, and/or the Comptroller General of the United States may deem necessary,

Developer shall make available to City, HUD, and/or representatives of the Comptroller General for examination of all of its records at such time and in such forms as HUD or City may require, with respect to all matters covered by this Agreement, and will permit City, HUD, and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and any other data relating to matters covered by this Agreement.

iv. Reports – Developer shall furnish to HUD or City statements, records, reports, and information pertaining to matters covered by this Agreement as HUD or City may reasonably and in good faith request in order to ensure compliance with this Agreement, including:

a) An Annual Performance Report for its assisted activities at a time and in a format to be provided by City.

b) Copies of all reports, brochures, advertisements, newsletters, and other material published by Developer pertaining to services provided under this Agreement. Such documents shall contain the statement, "Funding assistance provided by the City of Mobile, Alabama through Affordable Housing Program resources, provided by the City," and shall include a report of how Developer has satisfied the affirmative marking procedures of 24 CFR Section 92.351(a)(2), if required.

C. **Monthly Reports & Close Out Report.** Developer will additionally be required to provide to City monthly reports and a final close out report for each house in a format included in Exhibit C to this Agreement along with any additional documentation as may be required by City in order to determine compliance with this Agreement. A completed and accurate report must be received at City no later than the **15th day** of each month following the month being reported on. Reports received late or reports that are incomplete or found to be willfully or negligently inaccurate may be deemed a default under this Agreement if not cured within 30 days of written notice by City.

Section IX - MONITORING AND PERFORMANCE REVIEW

A. **Monitoring.** City's designee may inspect the progress of work, at any time, if it is reasonably convenient to Developer. Inspection shall include, but not be limited to, the following:

i. City shall review all written reports required by the Agreement. If a report is incomplete, incorrect, or otherwise deficient, City shall promptly notify Developer of the deficiency in writing.

ii. City shall monitor the progress of work and inspect records required to be produced by the Developer pursuant to this Agreement as deemed reasonably necessary, and in any event, not less than annually.

iii. City shall access, inspect, and survey actual work on construction sites, with or without accompaniment by Developer staff or notification of Developer.

Section X - ENFORCEMENT OF THE AGREEMENT

A. **Default.** Under the terms of this Agreement, Developer agrees to provide single-family affordable homes pursuant to the Project Description in Section I. A default under this Agreement shall consist of any material failure by Developer to fully perform and/or carry out any of the terms, covenants, and conditions of this Agreement, and in particular, but not by way of limitation, a failure or refusal by Developer to appropriately commit and expend the HOME funds by the deadlines set forth in this Agreement, or a failure or refusal to proceed with the work with such diligence as will ensure its completion within the time fixed by this Agreement.

B. **Remedies.** Developer's failure to perform under the terms of this Agreement, as well as noncompliance with any federal rules, or HOME requirements as outlined herein, may result in the following:

i. return of all resources or funds;

ii. suspension of any future payment(s) of federal housing funds provided by the City;

iii. termination of this Agreement pursuant to Section X;

iv. loss of future federal housing funds provided by the City that have not yet been expended for this Project;

v. monetary fines or penalties;

vi. suspension/debarment of Developer from participating in future funding opportunities; and/or

vii. such other and additional consequences as may be set out elsewhere in this Agreement, HUD regulations, or other applicable authority.

C. **Notice.** In the event of a default, written notice shall be given to Developer setting forth the particulars of such default and setting forth a time period of not less than ninety (90) days for Developer to cure such default. If Developer fails to cure the default within such time, City may immediately terminate and cancel this Agreement.

i. In the event the Developer cures such default within the time allowed above, Developer shall be relieved of liability to City for any damage sustained by City by virtue of any default or breach of the Agreement.

D. **Termination by the City.** If federal funding for this project is terminated and no other funding is available for continuation of this project, City will not be obligated to continue funding for the services contained in this Agreement and may terminate the Agreement and will

promptly release all the mortgages, liens and notes given by Developer or claimed by the City in connection with the project.

E. **Termination by the Developer.** Developer may terminate this Agreement at any time by a notice in writing to City at least thirty (30) days prior to actual termination of services. Developer shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Agreement by Developer, and City may withhold payments to Developer until such time as the exact amount of damages due City from the recipient is determined.

F. **Termination for Cause.** In the event of termination for cause or termination by Developer, all resources provided or to be provided to Developer pursuant to this Agreement shall be immediately revoked, and any approvals related to the projects described in this Agreement shall immediately be deemed revoked and canceled without any further action on the part of City required. Developer will not be compensated for any work performed or expenses incurred after the effective date of termination. Any funds provided under this Agreement that Developer has not expended at the time such termination may occur will be recaptured by City for use in other eligible HOME Program activities. Developer shall reimburse City any Program funds invested and repay the lot price previously described to the City. In that event, the Developer shall be entitled to sell and convey the property in its discretion, without regard to any provisions, terms or conditions of this Agreement or the HOME Program and the City shall release the Developer and the property from any and all mortgages, liens, notes or claims with respect to the property or this Agreement.

G. **Disputes.** In the event of dispute arising under this Agreement, Developer shall notify City promptly in writing of his or her contentions and submit a claim under this Agreement. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, Developer shall proceed with such work in compliance with the instructions of City, and such compliance shall not be deemed a waiver of Developer's rights to make a claim under this Agreement, provided it has notified City in writing as above stipulated.

Section XI - NOTICES

All notices given pursuant to this Agreement shall be mailed or delivered to the following addresses, or such other addresses, as a party may designate in writing:

To: City
James Roberts, Senior Director
Neighborhood Development
205 Government St.
5th Floor- South Tower; Ste. 512
Mobile, AL 36602
PH: 251-208-6291
Fax: 251-208-6296
james.roberts@cityofmobile.org

To: Developer
Rashawn Figures, CEO
Figures Investments, Inc.
2476 Commercial Park Drive
Mobile, AL 36606
office: 251-338-9751
Fax: 251-338-9754
dortchfigures@gmail.com

Section XII - GENERAL CONTRACT PROVISIONS

A. **Modification.** This Agreement may be modified by mutual written agreement signed by the parties. Modifications may include, but are not limited to, alterations of the project description, timeline, budget, records, and reporting requirements.

B. **Interpretation of Program Regulations.** The responsibility for interpretation of Program rules and regulations and their applicability to Developer lies solely with City. City shall not interpret and apply Program regulations more restrictively than HUD, its Field Offices, publications, and representatives, or the U.S. Department of Treasury, or as otherwise allowed by law.

C. **Conditions of Performance.** Purchaser shall indemnify, defend and hold harmless, City and its officers, elected officials, agents, representatives, and employee in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses arising from or in connection with performance or nonperformance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. This includes from any legal action instituted by a third party against City and from any and all claims and losses, including attorneys' fees and costs, accruing, resulting, or arising from:

   a. The rehabilitation, demolition or redevelopment of the Property;

   b. Purchaser or Purchaser's lenders, contractors, subcontractors, agents, employees, material providers, laborers and any other person, firm or corporation furnishing or supplying funding, work, services, materials or supplies in connection with the development of the Property referenced under this Agreement; and

   c. Any person or entity injured or damaged by any act, omission, error, act of misconduct, and/or negligent act of Purchaser or Purchaser's lenders, contractors, subcontractors, agents, employees, material providers, laborers and any other person, firm, or corporation furnishing or supplying funding, work, services, materials or supplies in connection with the development of the Property referenced under this Agreement.

D. **Ongoing Obligations.** Developer shall abide by the terms of this Agreement and by the Affordable Housing Program regulations and requirements until such time as all City funds allocated to a Developer are expended and all Program Income payable to City is paid.

E. **Non-waiver.** The waiver of a breach of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

F. **Compliance with All Laws.** All services performed hereunder shall be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

G. **Conflict of Interest.** Developer covenants that no person who presently exercises any decision making or responsibilities in connection with the Project has any personal financial interest, direct or indirect, in the Project, the neighborhood, or any parcels therein. Developer further covenants that no person having any conflict of interest shall be employed by Developer or subcontracted by Developer. Any potential or actual conflict of interest on the part of Developer, its contractors, subcontractors, or employees shall be disclosed in writing to City pursuant to 24 CFR 92.356. The Conflict of Interest provisions prescribed in 24 CFR 92.356 expressly apply to this Agreement.

H. **Force Majeure.** If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the parties, the party so affected shall, upon giving prompt notice to the other party, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

I. **Immigration Law.** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Verification of Developer's enrollment in the E-Verify program shall be provided to City prior to transfer.

J. **Certifications**. Attached to this Agreement are Certifications, marked as **Exhibit D**, and are incorporated by reference herein. By signing this Agreement, Developer is additionally making such certifications as described in the referenced exhibit of this paragraph.

K. **Severability**. If any paragraph contained in this Agreement shall be deemed unenforceable or against the laws of the State of Alabama, such paragraph(s) shall be given no weight and served from this Agreement. All remaining paragraphs shall remain in full force and effect.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, and all Attachments, the date and year first written above:

FOR DEVELOPER:
Figures Investments, Inc.
By: Rashawn Figures
As Its: Chief Executive Officer (CEO)

_____
Signature

_____
Printed Name

_____
Title

_____
Date

FOR CITY:

As Its Mayor	Attested By
_____	_____
William S. Stimpson	Lisa C. Lambert, City Clerk
_____	_____
Date	Date

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RASHAWN FIGURES, whose name as President of Figures Investments, Inc., 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 this Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the _____ day of _____, 2024.

_____
Notary Public, Mobile County, Alabama
My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William S. Stimpson, whose name as Mayor of the CITY OF MOBILE, and Lisa C. Lambert, whose name as City Clerk of the CITY OF MOBILE, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Municipal Corporation.

Given under my hand and official seal this the _____ day of _____, 2024.

_____
Notary Public, Mobile County, Alabama
My Commission Expires: _____

EXHIBIT A

Property Description

Parcel Key: 00737224

Parcel ID: R022906400003036.000

Parcel Owner: CITY OF MOBILE

205 GOVERNMENT ST 4TH FLOOR

MOBILE , AL 36602

Legal Description

Lot 3 DeTonti Pointe, as recorded in instrument number 2023027310

EXHIBIT B

HOME PROGRAM INCOME AND RENT LIMITS

HOME Program 2023 Income Limits* (Mobile, Alabama MSA)
Effective Date: 6/15/2023
Source: U.S. Department of Housing and Urban Development

Family/Household Size	80% AMI Limit
1	$38,750
2	$44,250
3	$49,800
4	$55,300
5	$59,750
6	$64,150
7	$68,600
8	$73,000

** Total income of all persons living in the household.*

HOME Program 2024 Rent Limits (Mobile, Alabama MSA)
Effective Date: 6/1/2024
Source: U.S. Department of Housing and Urban Development

Bedroom Count Per Unit	Monthly Rent Limit
0 (Efficiency)	$810
1	$890
2	$1094
3	$1448
4	$1484
5	$1707
6	$1929

EXHIBIT C

Monthly and Final Reports for Services Delivered

A monthly program activity status report must be submitted to City by the 15th day of each month during the construction period and until the house is sold. This report should detail program and development activity and should use the attached form, with any required additional documentation as may be specified by the City of Mobile. In months that have approved invoices, the City's inspection report shall replace this requirement.

Once a house is sold, a HOME Close Out Report must be completed with demographic information on the qualified, eligible homebuyer and submitted to City within 15 days after the closing.

The Monthly Report and the Close Out Report should be submitted to:

Beverly Reed, Deputy Director
City of Mobile
Community & Housing Development Department
205 Government Street
5th Floor- South Tower
Suite 515
Mobile, AL 36602

Monthly Activity Status Report

Program	Address	Brief Narrative Status Report

Developer

Signed: _____ Date: _____

Title: _____

Reviewed and approved, on behalf of the City by:

Signed: _____ Date: _____

Title: _____

EXHIBIT D

HOME Program Certifications

In accordance with the HOME investment Partnerships Act and with 24 CFR 91.225(d), Developer certifies that:

1. Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that City has adopted for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

2. If Developer intends to carry out new construction, this activity shall be carried out in accordance with 24 CFR Part 92. City certifies that new construction projects will be implemented in cases where rehabilitation is not the most cost-effective way to meet affordable housing needs;

3. Developer will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24 and the requirements of 24 CFR 92.353;

4. Developer will use HOME funds pursuant to the City of Mobile's Consolidated Plan, as approved by HUD, and in conformance with all the requirements of 24 CFR Part 92;

5. Developer will continue to provide a drug-free workplace by:

    a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Developer's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

    b) Establishing an ongoing drug-free awareness program to inform employees about:

        i. The dangers of drug abuse in the workplace;

        ii. Developer's policy of maintaining a drug-free workplace;

        iii. Any available drug counseling, rehabilitation, and employee assistance programs;

        iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

    c) Making it a requirement that each employee be engaged in the performance of the project be given a copy of the statement required by paragraph (a);

    d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the project, the employee will abide by the terms of the statement and will notify the employer in writing of his or her conviction for a violation

of a criminal drug statue occurring in the workplace no later than five calendar days after such conviction;

e) Notify the agency in writing within ten (10) calendar days after receiving notice under paragraph (d) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every loan officer or other designee on whose loan activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected loan;

f) Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph (d) with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f.

6. To the best of its knowledge and belief:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Developer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) Developer will require that the language of paragraph (5) of this certification be included in the award document for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such contractors, subcontractors, and/or sub-grantees shall certify and disclose accordingly.

7. Equal Opportunity and Fair Housing – The requirements for nondiscrimination established in 24 CFR 92.350 apply to this Agreement.

8. Labor – The federal labor requirements prescribed in 24 CFR 92.354 apply to this Agreement.

9. Conflict of Interest – The Conflict of Interest provisions prescribed in 24 CFR 92.356 apply to this Agreement.

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember - CJ Small - DIstrict 3

Purpose and Scope of Project:

The Declaring The Structure a Public Nuisance - Demoliition

Amount of Contract:

N/A

Effective Date of Contract:

4/2/2024

Renewal Date of Contract:

4/2/2024

Funding Source

Project # 2154 Grove Court - ME-001-24 **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 - 2154 Grove Court	Cover Memo	3/26/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	3/28/2024 - 9:54 AM

RESOLUTION

Sponsored by: Councilmember C J Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2154 Grove Court** 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 **2154 Grove Court** described as:

LOT 7 RESUB LOTS 34 THRU 38 BLK D RIVERSIDE MBK 3/412 #SEC 40 T5S R1W #MP32 06 40 0 003

Parcel Number: 32 06 40 0 003 014

Last Assessed to: MOZINGO JAMES & ANGIE

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
March 26, 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, April 2, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2154 GROVE COURT,** OWNED BY OR MAY HAVE AN INTEREST: **MOZINGO JAMES & ANGIE** 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: 32 06 40 0 003 014
COUNCIL DISTRICT 3 – CJ SMALL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

2154 Grove Court Flood Zone

Property Details			
Parcel Key	1020335	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R	FLOOD ZONE	S

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~~ S
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	N
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	~~N~~ S	Foundation Compromised	Y
Survey Date	01-22-24	Comments	

Property Score			
Score	~~52~~ 54	Score Description	DEMOLITION

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-23-24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 02/06/2024

Property Address: 2154 Grove Court

District No: 3

- [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

James & Angie Monzingo
400 Curtis Tate Road
Millry, Alabama 36558-6601

February 6, 2024

RE: **2154 Grove Court**
Project Number: ME-001-24

Dear James & Angie Monzingo:

On February 2, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2154 Grove Court

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

LOT 7 RESUB LOTS 34 THRU 38 BLK D RIVERSIDE MBK 3/412 #SEC 40 T5S R1W #MP32 06 40 0 003

Parcel Number: 32 06 40 0 003 014

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 **March 22, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 22, 2024,** provide the Code Official with a work plan to accomplish the repairs by **March 22, 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 **March 22, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 2, 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.

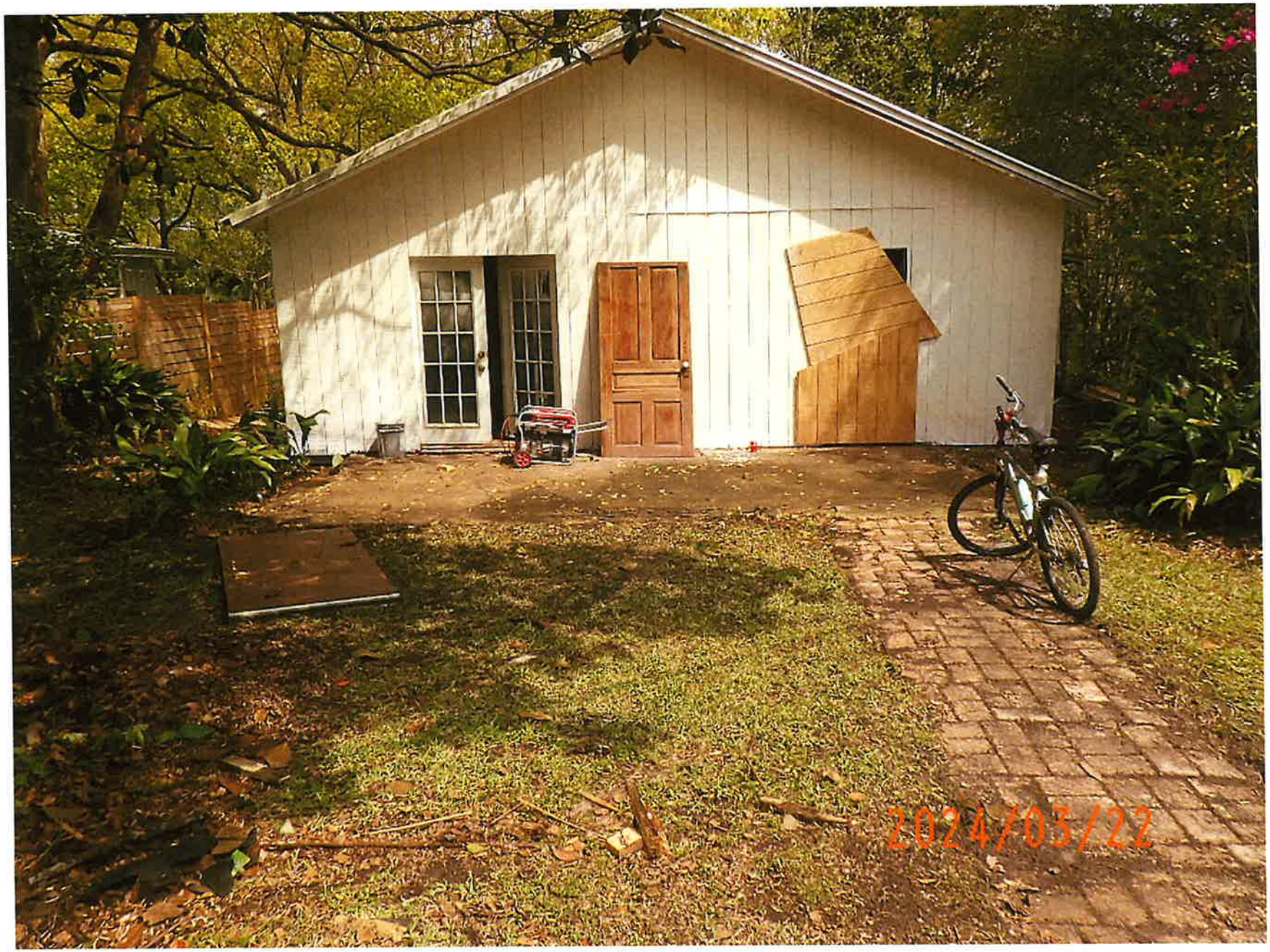
VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

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


2024/03/22


2024/03/22


2024/03/22


2024/03/22


2024/03/22


2024/03/22


2024/03/22

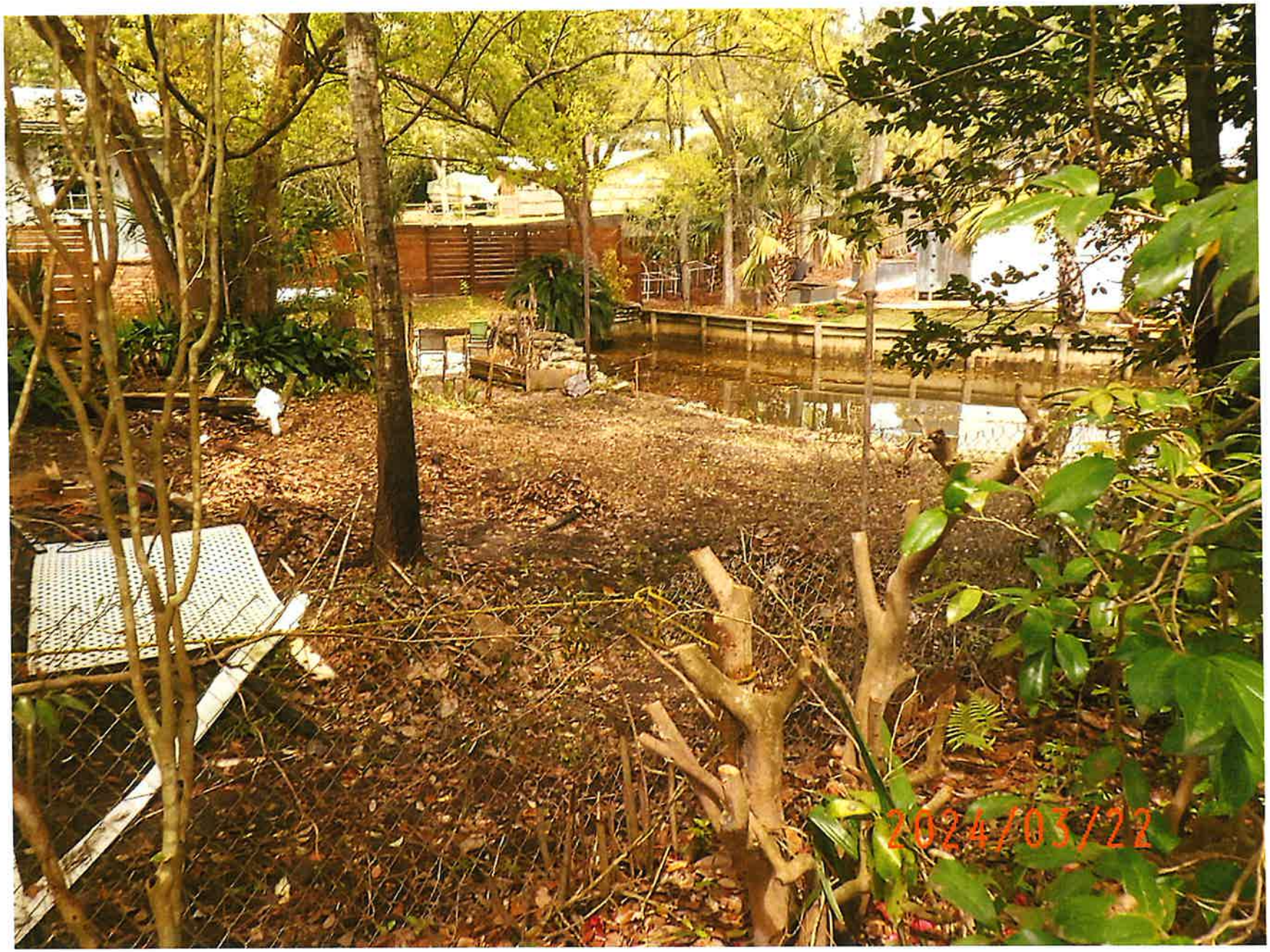
NUISANCE ABATEMENT **2154 GROVE COURT** **AGENDA PHOTOS / DW**




2024/03/22


2024/03/22

NUISANCE ABATEMENT **2154 GROVE COURT** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: April 2, 2024

State of Alabama
County of Mobile

Subject Property – 2154 Grove Court

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: RUSH - **2154 Grove Court** Date: January 29, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 26, 2024

Per the Title Report, the owner is: James Mozingo and Angie Mozingo

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	James Mozingo and Angie Mozingo 2154 Grove Ct Mobile AL 36605	Owners – Revenue Commission website location/subject address
2	James Mozingo and Angie Mozingo 25555 Canal Rd Lot 32 Orange Beach AL 36561-5811	Revenue Commission mailing address good 2018 through 2024 LexisNexis address good 11/2023 Phone numbers 251-377-0351, 251-846-3660, 251-344-0958, 251-974-0100 good 2023
3	James Mozingo and Angie Mozingo 400 Curtis Tate Rd Millry AL 36558-6601	LexisNexis address good 10/2023
4	James Mozingo and Angie Mozingo12393 Fosters Loop Rd Tuscaloosa AL 35463-9751	LexisNexis address good 9/2021

TAX STATUS: CURRENT 2023 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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:

Approve contract with H.O. Weaver & Sons, Inc. for street resurfacing.

Amount of Contract:

$2,789,867.36

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	5/20/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	5/20/2024 - 11:48 AM
Budget	Collins, Scott	Approved	5/21/2024 - 4:38 PM
Legal	Kern, Chris	Approved	5/22/2024 - 4:54 PM
Legal	Kern, Chris	Approved	5/22/2024 - 4:54 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:21 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: Asphalt milling, overlaying, road repairs, striping & markings.

CONTRACT AMOUNT: $2,789,867.36

VENDOR NAME: H. O. Weaver & Sons, Inc.

VENDOR NUMBER: 234242

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** **N X**; 5% of the 1st 50% _____ or If different, indicate special rate 5%

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** 5/20/2024

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmembers Josh Woods and Gina Gregory

WHEREAS, bids for street repairs for districts 6 and 7 were received and opened on April 24, 2024.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from H.O. Weaver & Sons, Inc., in the amount of $2,789,867.36.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by H.O. Weaver & Sons, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: H.O. Weaver & Sons, Inc.

Project Name: 2024 CIP Resurfacing City Council Districts 6 & 7

Project Number: 2024-3005-03

Amount: $2,789,867.36

Adopted:

_____

City Clerk

COPY 1

MOBILE
ALABAMA

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7

PROJECT NO. 2024-3005-03

BID DATE – APRIL 24, 2024

3/27/2024

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Geotechnical Reports and/or Mix Designs ..... Attachment F

04-24-2024

Memo

TO
All Bidders

FROM
Dorsey & Dorsey

RE:
2024 CIP Resurfacing Districts 6 & 7 - Addendum 0003

ADDITIONAL REQUIREMENTS:

Bid Opening Date: 4-25-2024

Bid Opening Time: 2:30 PM

All other requirements are the same

Larry C Dorsey, PE
AL 21807
Dorsey & Dorsey

DORSEY & DORSEY

PH 251-605-2023

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, **April 24, 2024** and then publicly opened and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: **2023-3005-03**
Project: **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7**
Project Description: Asphalt milling, overlaying, road repairs, striping & markings

Plans and contract documents may be inspected and obtained from **Isaiah Engineering, Inc., 413-C Azalea Rd., Mobile, Alabama 36609 (Phone: 251-344-2022)** upon payment of $200 dollars ($200.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference held on **April 17, 2024**. No questions, whether orally or written, will be addressed after 12:00 P.M. on **April 22, 2024**.

A Mandatory Pre-Bid Conference will be held in the Engineering Conference Room, 3rd Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, April 17, 2024 at 10:30 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or proposal attached, and unless all papers attached hereto are returned with the bid and the proposal sheet attached.

Bidders are advised to review the bid documents carefully and thoroughly for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.**

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7**, City of Mobile Project No. **2024-3005-03**, in the City of Mobile, Alabama".

PUBLISH IN THE FOLLOWING PUBLICATIONS/DATES:

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE MARCH 27, 2024, APRIL 3, 2024, & APRIL 10, 2024.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7**, City of Mobile Project No. **2022-3005-03**, in the City of Mobile, Alabama."

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must be on ALDOT's "bidder's list" in effect at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) or a Highways & Streets (HS) major classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
c. Contractor default under previous contracts with the owner.
d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications, and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall

not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items," so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours' notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 4/24/24

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications, and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: 2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7
Project No: 2024-3005-03
Project Description: Asphalt milling, asphalt overlaying, road repairs, striping & markings
Major work items include: Asphalt milling and overlaying

The Bidder further agrees to construct the improvements in **180** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 10:00A.M. on **April 22, 2024**. Any such interpretation, any supplemental instructions will be emailed, mailed or delivered to all prospective bidders.

04-22-2024

Memo

TO
All Bidders

FROM
Dorsey & Dorsey

RE:
2024 CIP Resurfacing Districts 6 & 7 - Addendum 0002

ADDITIONAL REQUIREMENTS:

1. The bid items and quantities in the Excel spreadsheet distributed in Addendum No. 0001 supersede all the bid items and quantities listed on the drawings. Page numbers 12-36 in the contract documents should be deleted and replaced with the pages generated from the excel spreadsheet. This spreadsheet will be used to make the selection of the successful bidder.
2. Some of the street edges that do not have curbs or curb and gutters have buildup of debris and overgrowth. The edges should be cleared of the buildup and re-established as much as practical including any asphalt wings. This will be included in the cost of the overlay operations.

Larry C Dorsey, PE
AL 21807
Dorsey & Dorsey

City of Mobile Project No. 2024-3005-03 (Area 1 - Blue Ridge)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	50	$18.13	Eighteen Dollars and Thirteen Cents	$906.50
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	40	$13.74	Thirteen Dollars and Seventy Four Cents	$549.60
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	5219	$2.44	Two Dollars and Forty Four Cents	$12,734.36
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	431	$138.11	One Hundred Thirty Eight Dollars and Eleven Cents	$59,525.41
600-A	Mobilization	LS	1	$13,636.05	Thirteen Thousand Six Hundred Thirty Six Dollars and Five Cents	$13,636.05
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	50	$84.56	Eighty Four Dollars and Fifty Six Cents	$4,228.00
618-D4	Handicap Ramp, Type 4	EA	2	$1,977.31	One Thousand Nine Hundred Seventy Seven Dollars and Thirty One Cents	$3,954.62
618-E	Truncated Dome Insert, New Construction	EA	2	$302.20	Three Hundred Two Dollars and Twenty Cents	$604.40
620-A	Minor Structure Concrete	CY	1	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$1,060.44
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	$4,901.10
623-C	Combination Curb & Gutter	LF	40	$44.23	Forty Four Dollars and Twenty Three Cents	$1,769.20
690-A	Project Sign (Portable)	EA	1	$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$7.69	Seven Dollars and Sixty Nine Cents	$769.00
740-A	Traffic Control	LS	1	$6,438.40	Six Thousand Four Hundred Thirty Eight Dollars and Forty Cents	$6,438.40
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$5,000.00	Five Thousand Dollars and No Cents	$5,000.00

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
		BLUE RIDGE Subtotal				$118,398.79

City of Mobile Project No. 2024-3005-03 (Area 2 - Elma)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	25	$18.13	Eighteen Dollars and Thirteen Cents	$453.25
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	200	$13.74	Thirteen Dollars and Seventy Four Cents	$2,748.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	3	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,631.88
206-E4	Remove Concrete Inlet Throats	EA	3	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,631.88
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	11487	$3.16	Three Dollars and Sixteen Cents	$36,298.92
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	948	$133.51	One Hundred Thirty Three Dollars and Fifty One Cents	$126,567.48
600-A	Mobilization	LS	1	$7,096.56	Seven Thousand Ninety Six Dollars and Fifty Six Cents	$7,096.56
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	80	$84.56	Eighty Four Dollars and Fifty Six Cents	$6,764.80
618-D2	Handicap Ramp, Type 3C	EA	2	$1,903.85	One Thousand Nine Hundred Three Dollars and Eighty Five Cents	$3,807.70
618-D3	Handicap Ramp, Type 1B	EA	2	$1,903.85	One Thousand Nine Hundred Three Dollars and Eighty Five Cents	$3,807.70
618-D4	Handicap Ramp, Type 4	EA	5	$1,977.31	One Thousand Nine Hundred Seventy Seven Dollars and Thirty One Cents	$9,886.55
618-E	Truncated Dome Insert, New Construction	EA	9	$302.20	Three Hundred Two Dollars and Twenty Cents	$2,719.80
620-A	Minor Structure Concrete	CY	2	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	3	$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	$7,351.65
623-C	Combination Curb & Gutter	LF	200	$44.23	Forty Four Dollars and Twenty Three Cents	$8,846.00
690-A	Project Sign (Portable)	EA	2	$145.88	One Hundred Forty Five Dollars and Eighty Eight Cents	$291.76
703-A	Traffic Control Markings, Class 2, Type A	SF	200	$7.69	Seven Dollars and Sixty Nine Cents	$1,538.00
740-A	Traffic Control	LS	1	$7,924.90	Seven Thousand Nine Hundred Twenty Four Dollars and Ninety Cents	$7,924.90

698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$15,000.00	Fifteen Thousand Dollars and No Cents	$15,000.00

ELMA Subtotal	$246,487.71

City of Mobile Project No. 2024-3005-03 (Area 3 - General Bullard)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	16	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$8,703.36
206-E4	Remove Concrete Inlet Throats	EA	16	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$8,703.36
206-E5	Remove Concrete Valley Gutter	LF	300	$13.74	Thirteen Dollars and Seventy Four Cents	$4,122.00
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	16549	$2.05	Two Dollars and Five Cents	$33,925.45
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	1366	$111.52	One Hundred Eleven Dollars and Fifty Two Cents	$152,336.32
600-A	Mobilization	LS	1	$6,245.43	Six Thousand Two Hundred Forty Five Dollars and Forty Three Cents	$6,245.43
621-C2	Inlet, Partial Top Modify to Curb Type	EA	16	$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	$39,208.80
623-A	Concrete Valley Gutter (Match Existing)	LF	300	$44.23	Forty Four Dollars and Twenty Three Cents	$13,269.00
690-A	Project Sign (Portable)	EA	2	$145.88	One Hundred Forty Five Dollars and Eighty Eight Cents	$291.76
703-A	Traffic Control Markings, Class 2, Type A	SF	200	$7.69	Seven Dollars and Sixty Nine Cents	$1,538.00
740-A	Traffic Control	LS	1	$6,658.18	Six Thousand Six Hundred Fifty Eight Dollars and Eighteen Cents	$6,658.18
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$15,000.00	Fifteen Thousand Dollars and No Cents	$15,000.00
				GENERAL BULLARD Subtotal		$290,001.66

City of Mobile Project No. 2024-3005-03 (Area 4 - Western Hill)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	50	$18.13	Eighteen Dollars and Thirteen Cents	$906.50
206-C3	Removal Concrete Driveway (Incl Sawcutting All Depths)	SY	25	$20.33	Twenty Dollars and Thirty Three Cents	$508.25
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	25	$13.74	Thirteen Dollars and Seventy Four Cents	$343.50
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	4	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$2,175.84
206-E4	Remove Concrete Inlet Throats	EA	4	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$2,175.84
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	9682	$2.33	Two Dollars and Thirty Three Cents	$22,559.06
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	799	$128.46	One Hundred Twenty Eight Dollars and Forty Six Cents	$102,639.54
600-A	Mobilization	LS	1	$6,245.43	Six Thousand Two Hundred Forty Five Dollars and Forty Three Cents	$6,245.43
618-D3	Handicap Ramp, Type 1B	EA	6	$1,903.85	One Thousand Nine Hundred Three Dollars and Eighty Five Cents	$11,423.10
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	50	$84.56	Eighty Four Dollars and Fifty Six Cents	$4,228.00
618-B	Concrete Driveway, 6" Thick (Incl Excavation)	SY	25	$87.64	Eighty Seven Dollars and Sixty Four Cents	$2,191.00
618-E	Truncated Dome Insert, New Construction	EA	6	$302.20	Three Hundred Two Dollars and Twenty Cents	$1,813.20
620-A	Minor Structure Concrete	CY	2	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	4	$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	$9,802.20
623-C	Combination Curb & Gutter	LF	25	$44.23	Forty Four Dollars and Twenty Three Cents	$1,105.75
690-A	Project Sign (Portable)	EA	2	$145.88	One Hundred Forty Five Dollars and Eighty Eight Cents	$291.76
703-A	Traffic Control Markings, Class 2, Type A	SF	200	$7.69	Seven Dollars and Sixty Nine Cents	$1,538.00
740-A	Traffic Control	LS	1	$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	$3,904.38
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00

999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$10,000.00	Ten Thousand Dollars and No Cents	$10,000.00
				WESTERN HILL Subtotal		$185,972.23

City of Mobile Project No. 2024-3005-03 (Area 5 - Woodland)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	50	$18.13	Eighteen Dollars and Thirteen Cents	$906.50
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	75	$13.74	Thirteen Dollars and Seventy Four Cents	$1,030.50
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	25658	$1.76	One Dollar and Seventy Six Cents	$45,158.08
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	2117	$113.32	One Hundred Thirteen Dollars and Thirty Two Cents	$239,898.44
600-A	Mobilization	LS	1	$7,947.70	Seven Thousand Nine Hundred Forty Seven Dollars and Seventy Cents	$7,947.70
618-D3	Handicap Ramp, Type 1B	EA	6	$1,903.85	One Thousand Nine Hundred Three Dollars and Eighty Five Cents	$11,423.10
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	50	$84.56	Eighty Four Dollars and Fifty Six Cents	$4,228.00
618-E	Truncated Dome Insert, New Construction	EA	6	$302.20	Three Hundred Two Dollars and Twenty Cents	$1,813.20
620-A	Minor Structure Concrete	CY	2	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	$4,901.10
623-C	Combination Curb & Gutter	LF	75	$44.23	Forty Four Dollars and Twenty Three Cents	$3,317.25
690-A	Project Sign (Portable)	EA	3	$132.61	One Hundred Thirty Two Dollars and Sixty One Cents	$397.83
703-A	Traffic Control Markings, Class 2, Type A	SF	300	$7.69	Seven Dollars and Sixty Nine Cents	$2,307.00
740-A	Traffic Control	LS	1	$8,972.42	Eight Thousand Nine Hundred Seventy Two Dollars and Forty Two Cents	$8,972.42
999-R	Rubber Rings (Raise City of Mobile Storm Sewers)	EA	20	$28.58	Twenty Eight Dollars and Fifty Eight Cents	$571.60
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00

999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$10,000.00	Ten Thousand Dollars and No Cents	$10,000.00

WOODLAND Subtotal	**$347,169.44**

City of Mobile Project No. 2024-3005-03 (Area 6 - Kendrick Drive)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
201-A	Clearing & Grubbing	AC	0.10	$1,648.40	One Thousand Six Hundred Forty Eight Dollars and Forty Cents	$164.84
206-C1	Pavement Removal (Incl Sawcutting)	SF	4,200	$5.49	Five Dollars and Forty Nine Cents	$23,058.00
206-D1	Removing Curb (Incl Sawcutting)	LF	40	$13.74	Thirteen Dollars and Seventy Four Cents	$549.60
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	84	$13.74	Thirteen Dollars and Seventy Four Cents	$1,154.16
210-A	Unclassified Excavation (Truck Bed Measure)	CY	20	$19.23	Nineteen Dollars and Twenty Three Cents	$384.60
210-D	Borrowed Excavation (Truck Bed Measure)	CY	25	$24.73	Twenty Four Dollars and Seventy Three Cents	$618.25
301-A	Crushed Aggregate Base Course, Type B, 6" Thick	SY	860	$30.77	Thirty Dollars and Seventy Seven Cents	$26,462.20
408-A3	Planing (Milling) of Existing Pavement, 1/2" Thick	SY	920	$7.74	Seven Dollars and Seventy Four Cents	$7,120.80
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	150	$157.46	One Hundred Fifty Seven Dollars and Forty Six Cents	$23,619.00
429-B2	Improved Bituminous Concrete Binder Surface, Leveling, 1/2" Max Aggregate Size Mix, ESAL Range A/B Up To 165LBS/SY (Incl Tack Coat)	TON	30	$294.16	Two Hundred Ninety Four Dollars and Sixteen Cents	$8,824.80
600-A	Mobilization	LS	1	$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	$4,543.17
620-A	Minor Structure Concrete	CY	3	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$3,181.32
623-B1	Concrete Curb (Match In Kind)	LF	40	$44.23	Forty Four Dollars and Twenty Three Cents	$1,769.20
623-C	Combination Curb & Gutter	LF	84	$44.23	Forty Four Dollars and Twenty Three Cents	$3,715.32
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	50	$54.40	Fifty Four Dollars and Forty Cents	$2,720.00
654-A	Solid Sodding (Match Existing)	SY	600	$8.24	Eight Dollars and Twenty Four Cents	$4,944.00
665--J	Silt Fence	LF	500	$7.14	Seven Dollars and Fourteen Cents	$3,570.00
665-O	Silt Fence Removal	LF	500	$3.57	Three Dollars and Fifty Seven Cents	$1,785.00

665-Q	Wattles	LF	50	$17.86	Seventeen Dollars and Eighty Six Cents	$893.00
690-A	Project Sign (Portable)	EA	1	$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$7.69	Seven Dollars and Sixty Nine Cents	$769.00
740-A	Traffic Control	LS	1	$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	$3,904.38
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$25,000.00	Twenty Five Thousand Dollars and No Cents	$25,000.00
					KENDRICK DRIVE Subtotal	**$148,896.51**

City of Mobile Project No. 2024-3005-03 (Area 7 - Jasper Rd)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat)	TON	158	$153.59	One Hundred Fifty Three Dollars and Fifty Nine Cents	$24,267.22
600-A	Mobilization	LS	1	$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	$4,543.17
690-A	Project Sign (Portable)	EA	1	$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$7.69	Seven Dollars and Sixty Nine Cents	$769.00
740-A	Traffic Control	LS	1	$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	$3,904.38
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$5,000.00	Five Thousand Dollars and No Cents	$5,000.00
					JASPER RD Subtotal	$38,629.64

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City of Mobile Project No. 2024-3005-03 (Area 8 - Knowles St)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-D3	Removing Curb (asphalt)	LF	650	$13.74	Thirteen Dollars and Seventy Four Cents	$8,931.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	12	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$6,527.52
206-E4	Remove Concrete Inlet Throats	EA	12	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$6,527.52
209-A2	Mailbox Reset (Standard)	EA	3	$384.62	Three Hundred Eighty Four Dollars and Sixty Two Cents	$1,153.86
408-A3	Planing (Milling) of Existing Pavement, 1/2" Thick	SY	2655	$4.56	Four Dollars and Fifty Six Cents	$12,106.80
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	219	$135.47	One Hundred Thirty Five Dollars and Forty Seven Cents	$29,667.93
600-A	Mobilization	LS	1	$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	$4,543.17
620-A	Minor Structure Concrete	CY	3	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$3,181.32
621-C2	Modified S-Inlet (Field Modified and Adjusted)	EA	12	$4,890.11	Four Thousand Eight Hundred Ninety Dollars and Eleven Cents	$58,681.32
623-A1	Concrete Curb (Type M9)	LF	2800	$13.74	Thirteen Dollars and Seventy Four Cents	$38,472.00
690-A	Project Sign (Portable)	EA	1	$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$7.69	Seven Dollars and Sixty Nine Cents	$769.00
740-A	Traffic Control	LS	1	$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	$3,904.38
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$20,000.00	Twenty Thousand Dollars and No Cents	$20,000.00
					KNOWLES ST Subtotal	**$194,611.69**

City of Mobile Project No. 2024-3005-03 (Area 9 - Powell Dr)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	164	$151.52	One Hundred Fifty One Dollars and Fifty Two Cents	$24,849.28
600-A	Mobilization	LS	1	$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	$4,543.17
690-A	Project Sign (Portable)	EA	1	$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$7.69	Seven Dollars and Sixty Nine Cents	$769.00
740-A	Traffic Control	LS	1	$4,343.94	Four Thousand Three Hundred Forty Three Dollars and Ninety Four Cents	$4,343.94
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$5,000.00	Five Thousand Dollars and No Cents	$5,000.00
				POWELL DR Subtotal		$39,651.26

City of Mobile Project No. 2024-3005-03 (Area 10 - Foxfire)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	50	$13.74	Thirteen Dollars and Seventy Four Cents	$687.00
206-D3	Removing Curb (Incl Sawcutting)	LF	50	$13.74	Thirteen Dollars and Seventy Four Cents	$687.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	5550	$2.18	Two Dollars and Eighteen Cents	$12,099.00
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	458	$111.38	One Hundred Eleven Dollars and Thirty Eight Cents	$51,012.04
600-A	Mobilization	LS	1	$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	$4,543.17
620-A	Minor Structure Concrete	CY	1	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$1,060.44
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	$4,901.10
623-B1	Concrete Curb (Match In Kind)	LF	50	$44.23	Forty Four Dollars and Twenty Three Cents	$2,211.50
623-C	Combination Curb & Gutter	LF	50	$44.23	Forty Four Dollars and Twenty Three Cents	$2,211.50
690-A	Project Sign (Portable)	EA	1	$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$7.69	Seven Dollars and Sixty Nine Cents	$769.00
740-A	Traffic Control	LS	1	$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	$3,904.38
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$10,000.00	Ten Thousand Dollars and No Cents	$10,000.00
					FOXFIRE Subtotal	$96,407.84

City of Mobile Project No. 2024-3005-03 (Area 11 - Vanderbilt)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	200	$18.13	Eighteen Dollars and Thirteen Cents	$3,626.00
206-C3	Removal Concrete Driveway (Incl Sawcutting All Depths)	SY	100	$20.33	Twenty Dollars and Thirty Three Cents	$2,033.00
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	300	$13.74	Thirteen Dollars and Seventy Four Cents	$4,122.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	40388	$2.10	Two Dollars and Ten Cents	$84,814.80
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	3332	$110.48	One Hundred Ten Dollars and Forty Eight Cents	$368,119.36
600-A	Mobilization	LS	1	$9,649.96	Nine Thousand Six Hundred Forty Nine Dollars and Ninety Six Cents	$9,649.96
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	100	$84.56	Eighty Four Dollars and Fifty Six Cents	$8,456.00
618-A2	Concrete Sidewalk, 5" Thick (Incl Excavation)	SY	20	$87.64	Eighty Seven Dollars and Sixty Four Cents	$1,752.80
618-B	Concrete Driveway, 6" Thick (Incl Excavation)	SY	100	$87.64	Eighty Seven Dollars and Sixty Four Cents	$8,764.00
618-D2	Handicap Ramp, Type 3C	EA	25	$1,903.84	One Thousand Nine Hundred Three Dollars and Eighty Four Cents	$47,596.00
618-D3	Handicap Ramp, Type 1B	EA	7	$1,903.84	One Thousand Nine Hundred Three Dollars and Eighty Four Cents	$13,326.88
618-D4	Handicap Ramp, Type 4	EA	1	$1,977.31	One Thousand Nine Hundred Seventy Seven Dollars and Thirty One Cents	$1,977.31
618-E	Truncated Dome Insert, New Construction	EA	33	$302.20	Three Hundred Two Dollars and Twenty Cents	$9,972.60
620-A	Minor Structure Concrete	CY	2	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	$2,456.04	Two Thousand Four Hundred Fifty Six Dollars and Four Cents	$4,912.08
623-C	Combination Curb & Gutter	LF	300	$44.23	Forty Four Dollars and Twenty Three Cents	$13,269.00

690-A	Project Sign (Portable)	EA	2	$145.88	One Hundred Forty Five Dollars and Eighty Eight Cents	$291.76
703-A	Traffic Control Markings, Class 2, Type A	SF	800	$7.69	Seven Dollars and Sixty Nine Cents	$6,152.00
740-A	Traffic Control	LS	1	$11,506.45	Eleven Thousand Five Hundred Six Dollars and Forty Five Cents	$11,506.45
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$25,000.00	Twenty Five Thousand Dollars and No Cents	$25,000.00

VANDERBILT Subtotal	$629,638.72

City of Mobile Project No. 2024-3005-03 (Area 12 - West Hill Sub)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-D1	Removing Concrete Valley Gutter (Incl Sawcutting All Depths)	LF	250	$13.74	Thirteen Dollars and Seventy Four Cents	$3,435.00
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	50	$13.74	Thirteen Dollars and Seventy Four Cents	$687.00
206-D3	Removing Curb (Incl Sawcutting)	LF	50	$13.74	Thirteen Dollars and Seventy Four Cents	$687.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	16568	$2.19	Two Dollars and Nineteen Cents	$36,283.92
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	1367	$111.50	One Hundred Eleven Dollars and Fifty Cents	$152,420.50
600-A	Mobilization	LS	1	$7,893.78	Seven Thousand Eight Hundred Ninety Three Dollars and Seventy Eight Cents	$7,893.78
620-A	Minor Structure Concrete	CY	2	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	$4,901.10
623-A	Concrete Valley Gutter, Match Existing	LF	250	$44.23	Forty Four Dollars and Twenty Three Cents	$11,057.50
623-B1	Concrete Curb (Match In Kind)	LF	50	$44.23	Forty Four Dollars and Twenty Three Cents	$2,211.50
623-C	Combination Curb & Gutter	LF	50	$44.23	Forty Four Dollars and Twenty Three Cents	$2,211.50
690-A	Project Sign (Portable)	EA	3	$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	$437.61
703-A	Traffic Control Markings, Class 2, Type A	SF	300	$7.69	Seven Dollars and Sixty Nine Cents	$2,307.00
740-A	Traffic Control	LS	1	$6,658.18	Six Thousand Six Hundred Fifty Eight Dollars and Eighteen Cents	$6,658.18
999-R	Rubber Rings (Raise City of Mobile Storm Sewers)	EA	5	$28.58	Twenty Eight Dollars and Fifty Eight Cents	$142.90
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00

999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$10,000.00	Ten Thousand Dollars and No Cents	$10,000.00
				WEST HILL SUB Subtotal		**$245,631.21**

City of Mobile Project No. 2024-3005-03 (Area 13 - Parkway Dr)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
201-A	Clearing & Grubbing	AC	0.06	$1,648.33	One Thousand Six Hundred Forty Eight Dollars and Thirty Three Cents	$98.90
206-C1	Pavement Removal (Incl Sawcutting)	SF	4,400	$5.49	Five Dollars and Forty Nine Cents	$24,156.00
210-A	Unclassified Excavation (Truck Bed Measure)	CY	75	$19.23	Nineteen Dollars and Twenty Three Cents	$1,442.25
210-D	Borrowed Excavation (Truck Bed Measure)	CY	30	$24.73	Twenty Four Dollars and Seventy Three Cents	$741.90
301-A	Crushed Aggregate Base Course, Type B, 6" Thick	SY	810	$30.77	Thirty Dollars and Seventy Seven Cents	$24,923.70
408-A3	Planing (Milling) of Existing Pavement, 1-1/2" Thick	SY	195	$37.87	Thirty Seven Dollars and Eighty Seven Cents	$7,384.65
408-A3	Planing (Milling) of Existing Pavement, 1/2" Thick	SY	650	$11.36	Eleven Dollars and Thirty Six Cents	$7,384.00
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2 Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	135	$166.09	One Hundred Sixty Six Dollars and Nine Cents	$22,422.15
429-B2	Improved Bituminous Concrete Binder Surface, Leveling, 1/2" Max Aggregate Size Mix, ESAL Range A/B Up To 165LBS/SY (Incl Tack Coat)	TON	65	$254.07	Two Hundred Fifty Four Dollars and Seven Cents	$16,514.55
600-A	Mobilization	LS	1	$5,394.30	Five Thousand Three Hundred Ninety Four Dollars and Thirty Cents	$5,394.30
620-A	Minor Structure Concrete	CY	3	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$3,181.32
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	50	$54.40	Fifty Four Dollars and Forty Cents	$2,720.00
654-A	Solid Sodding (Match Existing)	SY	1300	$8.24	Eight Dollars and Twenty Four Cents	$10,712.00
665--J	Silt Fence	LF	500	$7.69	Seven Dollars and Sixty Nine Cents	$3,845.00
665-O	Silt Fence Removal	LF	500	$2.20	Two Dollars and Twenty Cents	$1,100.00
665-Q	Wattles	LF	50	$12.09	Twelve Dollars and Nine Cents	$604.50
690-A	Project Sign (Portable)	EA	1	$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$7.69	Seven Dollars and Sixty Nine Cents	$769.00

740-A	Traffic Control	LS	1	$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	$3,904.38
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$25,000.00	Twenty Five Thousand Dollars and No Cents	$25,000.00

PARKWAY DR Subtotal	$162,444.47

City of Mobile Project No. 2024-3005-03 (Guardrails)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
630-A	**Hillcrest @ Halls Mills Creek** Steel Beam Guardrail Class A, Type 2	LF	40	$22.91	Twenty Two Dollars and Ninety One Cents	$916.40
630-C2	**Hillcrest @ Halls Mills Creek** Guardrail End Anchor Type 20 (MASH)	EA	1	$3,516.48	Three Thousand Five Hundred Sixteen Dollars and Forty Eight Cents	$3,516.48
630-C3	**Hillcrest @ Halls Mills Creek** Guardrail End Anchor Box End	EA	1	$274.73	Two Hundred Seventy Four Dollars and Seventy Three Cents	$274.73
631-B1	**Hillcrest @ Halls Mills Creek** New Post and Spacer Blocks	EA	5	$104.40	One Hundred Four Dollars and Forty Cents	$522.00
631-G1	**Hillcrest @ Halls Mills Creek** Steel Beam Guardrail Class A, Type 2	EA	1	$27.47	Twenty Seven Dollars and Forty Seven Cents	$27.47
630-A	**3476 Springhill WB** Steel Beam Guardrail Class A, Type 2	LF	20	$22.91	Twenty Two Dollars and Ninety One Cents	$458.20
630-C2	**3476 Springhill WB** Guardrail End Anchor Type 20 (MASH)	EA	1	$3,516.48	Three Thousand Five Hundred Sixteen Dollars and Forty Eight Cents	$3,516.48
630-C3	**3476 Springhill WB** Guardrail End Anchor Box End	EA	1	$274.73	Two Hundred Seventy Four Dollars and Seventy Three Cents	$274.73
631-B1	**3476 Springhill WB** New Post and Spacer Blocks	EA	3	$104.40	One Hundred Four Dollars and Forty Cents	$313.20
631-G1	**3476 Springhill WB** Steel Beam Guardrail Class A, Type 2	EA	1	$27.47	Twenty Seven Dollars and Forty Seven Cents	$27.47
630-A	**Springhill and Dalewood** Steel Beam Guardrail Class A, Type 2	LF	20	$33.90	Thirty Three Dollars and Ninety Cents	$678.00
630-C2	**Springhill and Dalewood** Guardrail End Anchor Type 20 (MASH)	EA	1	$3,516.48	Three Thousand Five Hundred Sixteen Dollars and Forty Eight Cents	$3,516.48
630-C3	**Springhill and Dalewood** Guardrail End Anchor Box End	EA	1	$274.73	Two Hundred Seventy Four Dollars and Seventy Three Cents	$274.73
631-B1	**Springhill and Dalewood** New Post and Spacer Blocks	EA	3	$126.37	One Hundred Twenty Six Dollars and Thirty Seven Cents	$379.11
631-G1	**Springhill and Dalewood** Steel Beam Guardrail Class A, Type 2	EA	1	$27.47	Twenty Seven Dollars and Forty Seven Cents	$27.47
631-B1	**Gaillard Drive** Replace Existing Wood Posts w/New Wood Posts and Spacer Blocks (Complete)	EA	28	$170.33	One Hundred Seventy Dollars and Thirty Three Cents	$4,769.24
600-A	Mobilization (All Guardrail Sites)	LS	1	$555.55	Five Hundred Fifty Five Dollars and Fifty Five Cents	$555.55
652-A	Seeding	ACRE	0.25	$2,197.80	Two Thousand One Hundred Ninety Seven Dollars and Eighty Cents	$549.45

654-A	Solid Sodding (Match Existing)	SY	50	$8.79	Eight Dollars and Seventy Nine Cents	$439.50
665-J	Silt Fence	LF	100	$7.69	Seven Dollars and Sixty Nine Cents	$769.00
665-O	Silt Fence Removal	LF	100	$2.20	Two Dollars and Twenty Cents	$220.00
665-Q	Wattles	LF	50	$12.09	Twelve Dollars and Nine Cents	$604.50
674-A	Construction Safety Fence	LF	100	$5.49	Five Dollars and Forty Nine Cents	$549.00
665-T	Floating Basin Booms	LF	100	$27.47	Twenty Seven Dollars and Forty Seven Cents	$2,747.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$20,000.00	Twenty Thousand Dollars and No Cents	$20,000.00
				GUARDRAILS Subtotal		$45,926.19

BID TOTALS	
AREA 1 - BLUE RIDGE Subtotal	$118,398.79
AREA 2 - ELMA Subtotal	$246,487.71
AREA 3 - GENERAL BULLARD Subtotal	$290,001.66
AREA 4 - WESTERN HILL Subtotal	$185,972.23
AREA 5 - WOODLAND Subtotal	$347,169.44
AREA 6 - KENDRICK DR Subtotal	$148,896.51
AREA 7 - JASPER RD Subtotal	$38,629.64
AREA 8 - KNOWLES ST Subtotal	$194,611.69
AREA 9 - POWELL DR Subtotal	$39,651.26
AREA 10 - FOXFIRE RD Subtotal	$96,407.84
AREA 11 - VANDERBILT Subtotal	$629,638.72
AREA 12 - WEST HILL SUB Subtotal	$245,631.21
AREA 13 - PARKWAY DR Subtotal	$162,444.47
GUARDRAILS Subtotal	$45,926.19
*TOTAL PROJECT BID	$2,789,867.36

(Total of Subtotals)

*** Project will be awarded on the "Total Project Bid" value**

Total Project Bid

Total (All items listed in Proposal) 2,789,867.36

Written in words Two Million Seven Hundred Eighty Nine Thousand Eight Hundred Sixty Seven Dollars & Thirty Six Cents

Number of working days to complete 180

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder H.O. Weaver & Sons, Inc.
(If a corporation)

By _____
President

Business Address 7450 Howells Ferry Rd. Mobile, AL 36618

_____
Asst Secretary

Business Address _____

_____
Treasurer

Business Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered: Alabama

ATTEST: _____
Asst. Secretary

2637
State License Number

Corporate Seal

STATE OF ALABAMA

BID LIMIT: **U**

AMOUNT: **UNLIMITED**

LICENSE NO.: **2637**

TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

H O WEAVER & SONS INC

MOBILE, AL 36618

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **July 31, 2024** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

196602

18th day of **July, 2023**

Michael B. Tew SECRETARY-TREASURER

Charles T. Carter, Jr. CHAIRMAN

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That H.O. Weaver & Sons, Inc.
(Name of Contractor)
P.O. Box 8039, Mobile, Alabama 36689
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7, City of Mobile Project No. 2024-3005-03.** The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered April 24, 2024 (Date)

H.O. Weaver & Sons, Inc. (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

Western Surety Company (Name of Surety)

COUNTERSIGNED: _____

Alabama Resident Agent By Joshua Price - Attorney-in-Fact

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature – In Unlimited Amounts - for any and all surety bonds and any and all consents required by the State Department of Transportation of the State of Florida, incident to the release of retained percentages and/or estimates on engineering and/or construction contracts - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of April, 2024.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we H. O. Weaver & Sons, Inc. as Principal and Western Surety Company as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of * Dollars ($ 2,789,867.36) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for 2024 CIP Resurfacing - City Council Districts 6 & 7 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

* Two million seven hundred Eighty nine Thousand Eight Hundred Sixty Seven and 36/100—

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____

_____

H. O. Weaver & Sons, Inc.
(Corporate Name)

BY: _____
(Signature)

ITS: President
(Title)

ATTEST: _____
(Signature)
ITS: witness

Western Surety Company

(Surety sign here)(Corporate name)

BY: _____
(Signature) Joshua Price

ITS: Attorney-in-Fact
(Title)

ATTEST: _____
(Signature)
ITS: Witness (Title)

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we H. O. Weaver & Sons, Inc.
(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin St., Chicago, IL 60606
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Two million Seven Hundred Eighty Nine Thousand Eight Hundred Sixty Seven and 36/100 — dollars ($), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20 , entered into a Contract with the Owner for 2024 CIP Resurfacing- City Council Districts 6+7 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
20_____.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____

_____

H. O. Weaver & Sons, Inc.

(Corporate Name)

BY: _____
(Signature)

ITS: President
(Title)

ATTEST:

Lynn Stinefelt
(Signature)
ITS: Witness

Western Surety Company

(Surety sign here)(Corporate name)

BY: _____
(Signature)

Joshua Price
ITS: Attorney-in-Fact
(Title)

ATTEST:

(Signature)
ITS: Witness

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature – In Unlimited Amounts - for any and all surety bonds and any and all consents required by the State Department of Transportation of the State of Florida, incident to the release of retained percentages and/or estimates on engineering and/or construction contracts - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , .

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

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

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1.000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2.000.000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. CERITIFICATE 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, Contractor shall deliver to the City of Mobile. certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement requirements is attached for Contractor's reference.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Sub article 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification

applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least five (5%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form (See Attachment C) must be submitted with the bid documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway

applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form (See Attachment C) must be submitted with the bid documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway

Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

14. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

15. **The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.**

16. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

17. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

18. **The contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction.** Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.

19. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

20. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

21. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with **FHWA 2009 MUTCD with Revisions 1, 2, and 3, July 2022** and at no cost to the Owner.

22. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

23. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

24. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Sub articles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

25. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

26. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

27. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

28. All water and sanitary sewer work shall comply with the **Mobile Area Water and Sewer System (MAWSS)** Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.

29. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

30. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.

31. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

32. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

33. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. **At least two (2) copies of video and/or photos shall be made.** City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

34. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

35. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

~~36. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.~~

37. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

38. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

39. There shall be no adjustment to fuel or asphalt index for this project. See Item No. 698-A for limits.

40. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

41. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

42. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

43. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

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36. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

37. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

38. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

39. There shall be no adjustment to fuel or asphalt index for this project. See Item No. 698-A for limits.

40. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

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42. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

43. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

44. Working hours on certain streets will be limited. See Map Book construction plans. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

45. Workmen shall wear reflectorized jackets.

46. At intersections, the City Project Inspectors shall determine the limits to mill and resurface.

47. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

48. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

49. The Engineer will prepare an estimate once each month for work completed.

50. **For planning purposes, an anticipated paving schedule for each of the thirteen work areas shall be submitted to the Engineer one week prior to beginning of work.**

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 17th day of May, 20 24, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and **H. O. Weaver & Sons, Inc.,** party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7
Project No: 2024-3005-03
Project Description: Asphalt milling, asphalt overlaying, road repairs, striping and markings
Major work items include: Asphalt milling and overlaying

City of Mobile Project Number **2024-3005-03**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal **(estimated to total $2,789,867.36)** in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **DORSEY & DORSEY ENGINEERING, INC., 251-605-2023.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount

paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is CIP. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

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

E-BUILDER:

(30) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____ _____(Print)

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

H.O. Weaver & Sons, Inc. (Print)

BY: _____

ITS PRESIDENT

Michael P. Weaver (Print)

ATTEST: _____

ITS SECRETARY

Brad Alidor (Print)

5/17/2024

DATE

Corporate Seal



STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Michael P. Weaver, whose name is signed to the foregoing instrument in the capacity of President of **H. O. Weaver & Sons, 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 17th day of May, 2024.

Lynn Stringfellow

NOTARY PUBLIC My Commission Expires: 3/23/2025

LYNN STRINGFELLOW
MY COMMISSION EXPIRES
MARCH 23, 2025
NOTARY PUBLIC
STATE OF ALABAMA

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

   b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

      Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

      Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

      No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a):* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 PARTIAL *PAYMENT* SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on **certified delivery tickets** as determined by truck bed measure

5. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E & 4):

   618.D.01

   Description
   This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

   618.D.02

   Materials
   Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

   618.D.03

   Basis of Payment
   Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

6. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*. SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on **certified delivery tickets** as determined by truck bed measure

5. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

   618.D.01

   Description
   This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

   618.D.02

   Materials
   Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

   618.D.03

   Basis of Payment
   Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

6. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

7. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

8. ITEM 654-A *SOLID SODDING*:

   654.A.1

   Description
   This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

   654.A.2

   Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

9. PROJECT SIGN - PORTABLE:

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

Basis of Payment
Payment will be included in the Lump Sum price for Mobilization.

10. PORTABLE TOILETS:

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

Basis of Payment
Payment will be included in the Lump Sum price for Mobilization.

ATTACHMENT "A"

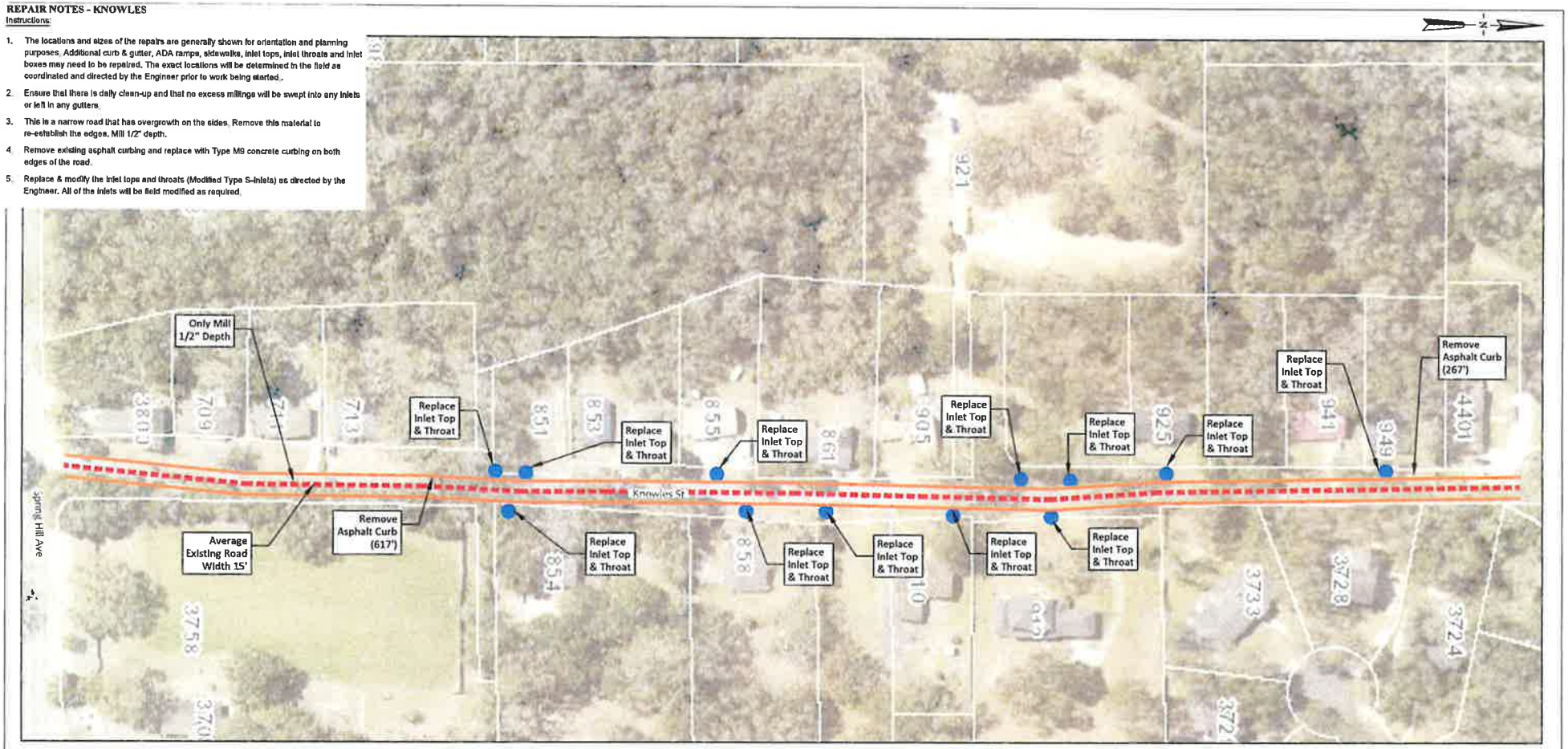
LOCATION

(See Map Book Plans)

REPAIR NOTES - KNOWLES

Instructions:

1. The locations and sizes of the repairs are generally shown for orientation and planning purposes. Additional curb & gutter, ADA ramps, sidewalks, inlet tops, inlet throats and inlet boxes may need to be repaired. The exact locations will be determined in the field as coordinated and directed by the Engineer prior to work being started.
2. Ensure that there is daily clean-up and that no excess millings will be swept into any inlets or left in any gutters.
3. This is a narrow road that has overgrowth on the sides. Remove this material to re-establish the edges. Mill 1/2" depth.
4. Remove existing asphalt curbing and replace with Type M9 concrete curbing on both edges of the road.
5. Replace & modify the inlet tops and throats (Modified Type S-inlets) as directed by the Engineer. All of the inlets will be field modified as required.



LEGEND

- Mill/Overlay
- Overlay Only
- HC Ramps
- Inlet Repairs
- Curb/Edge Pavement Repairs
- SD Pipe/Ditch Repairs
- Road Replacements

MILLING-PAVING-REPAIR PLAN

KNOWLES (1 OF 1)

PROJECT AREA 8

Addendum No. 0002

NOTE: NO TOPOGRAPHIC SURVEYS ARE USED OR HAVE BEEN REQUESTED FOR DEVELOPMENT OF THESE DRAWINGS. THE CITY OF MOBILE'S GIS BACKGROUND MAPPING AND GOOGLE EARTH WERE USED.

MOBILE ALABAMA

GRAPHIC SCALE

(IN FEET)

MOB-2024-02	L. DORSEY, PE
02/10/2024	DORSEY
C101-Knowles	S. DORSEY
Re-Issued Drawing Addendum No. 0002	4/27/2024

ALABAMA LICENSED PROFESSIONAL ENGINEER No. 21857 LARRY T. DORSEY

03/27/2024

DORSEY & DORSEY

Integrity Quality Excellence

1114 WILDWOOD AVE
MOBILE, ALABAMA 36609
p251.605.2023

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7 (KNOWLES)

CITY PROJECT NUMBER: 2024-3005-03

MILLING & PAVING PLAN

C101

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

HOWEAVE-02 KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/2024

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED H.O. Weaver & Sons, Inc. P. O. Box 8039 Mobile, AL 36689-0039	INSURER B : Arch Speciality Insurance	21199
	INSURER C : Transguard Insurance Company of America	28886
	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 X Contractual Liab X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO3757532-18	2/1/2024	2/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP 3757531-18	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	UXP1041663-03	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC3757530-19	2/1/2024	2/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased/Rented Equipm			IMP4000515-01	2/1/2024	2/1/2025	Ded 2,500 / Limit	750,000

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

Project # 2024-3005-03
Resurfacing City Council District 6 & 7

City of Mobile is named additional insured with respects to General Liability, Automobile Liability, and Umbrella Liability where required by written contract. Waiver of Subrogation applies in favor of the City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Worker's Compensation where required by written contract. Coverage is considered primary and non-contributory. Thirty (30) days written notice of cancellation applies where required by written contract.

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

David J Durden

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ATTACHMENT "C"

DBE COMPLIANCE FORM

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 3/26/24

Project Description 2024 CIP Resurfacing City 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.

Reduction of the 15% goal to a 5% goal is requested due to small quantity of subcontractor supplied pay items, time sensitivity, and nature of work.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 3/26/2024 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) (Title) 4/3/2024 (Date)

Approved By (CAO)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	H.O. Weaver & Sons, Inc.
Address	7950 Howells Ferry Rd., Mobile, AL 36618
Telephone	251.342.3025
E-Mail	KDonoghue@howeaver.com

RFP/RFQ Solicitation Number	2024-3005-05
Project Description	2024 CIP Resurfacing - City Council Districts 6 & 7
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male ✓ Female ✓ Minority ✓ Non-minority ✓ SDVO ✓ Total #of Employees 265

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ken Donoghue

Signature: _____ Date: 4/22/24

Title: Asst. Secretary

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Lynn Stringfellow Title: Contract & Operations Admin.

Email: Lynn@Howeaver.com Phone: 251.342.3025

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

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

Please Print Company H.O. Ussery & Sons, Inc Your Bid/Proposal Amount $ 2,789,867.36 Date: 4/25/24

4 / 24 / 24 Description 2024 CIP Resurfacing City Council Districts 6 & 7

Name of Bidder/Proposer: H.O. Ussery & Sons, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
J. Moore Construction	251-625-2458	Clearing, Grubbing, Base, Concrete, Grass, Erosion Control	601,453	21.55%	YES	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 5% of the value of your bid.

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

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

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

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

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

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

_____

_____

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Michael P. Weaver (affiant) who, being duly sworn says as follows:

President/CEO of H.O. Weaver & Sons, 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 H.O. Weaver & Sons, 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 H.O. Weaver & Sons, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 370599.

President
~~CEO~~ of H.O. Weaver & Sons, Inc.

Sworn to and subscribed before me this the 17th day of May, 2024.

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

Signature and Seal of Notary Public

LYNN STRINGFELLOW
MY COMMISSION EXPIRES
MARCH 23, 2025
NOTARY PUBLIC
STATE OF ALABAMA

Company ID Number: 370599

Approved by:

Employer H. O. WEAVER & SONS, INC.	
Name (Please Type or Print) RAMONA G WEAVER	Title
Signature Electronically Signed	Date 11/08/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/08/2010

Company ID Number: 370599

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	H. O. WEAVER & SONS, INC.
Company Facility Address	7450 HOWELLS FERRY ROAD MOBILE, AL 36618
Company Alternate Address	P O BOX 8039 MOBILE, AL 36689
County or Parish	MOBILE
Employer Identification Number	630567634
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2024-3005-03
2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

_____

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. **2024-3005-03**
2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS

(City Standard)

ATTACHMENT "F"

GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

None Required (only signed tickets by the certified testing company assigned to this contract by the City of Mobile for the asphalt and the concrete)

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 4/24/24

Name of Project: 2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
Project Number: 2024-3005-03

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS: $2,789,867.36	$ $7,000 MAW

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Bidder **Name** H.O. Weaver & Sons, Inc. **of**
Mailing Address 7950 Howells Ferry Rd., Mobile, AL 36618

***By (Legal Signature)** Michael P. Weaver

*Name (type or print) Michael P. Weaver (Seal)

*Title President

Telephone Number 251.342.3025

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Classic Paint & Body Inc for repair of wreck damage to 2016 Rosenbauer fire pumper truck.
Motor Pool capital.

Amount of Contract:

$21,115.96

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240521 Classic Agenda Package POs	Cover Memo	5/21/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/23/2024 - 1:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
9238	2024	(2050) FLEET MANAGEMENT/ GARAGE	REPAIR WRECK DAMAGE TO 2016 ROSENBAUER FIRE PUMPER TRUCK (PRICE BELOW BID REQUIREMENT)	$21,115.96	(294881) CLASSIC PAINT & BODY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00009238-00 FY 2024
MUNICIPAL GARAGE	PO 24008496
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
CLASSIC PAINT & BODY INC	MUNICIPAL GARAGE
P O BOX 545	770 GAYLE STREET
	MOBILE, AL 36604
WILMER, AL 36587	sean.clark@cityofmobile.org
Tel#251-649-3607	Delivery Reference
Fax 251-649-3602	D. HILL

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/24	294881				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	NGPO#:PO-07784			
001	00110-Wreck Repair	1.00 LOT	21115.96000	21115.96
	Additional Description Notes			
	ESTIMATE NUMBER 1006, 5/16/24			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			21115.96
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Deliver To			

Requisition Link

Requisition Total 21115.96

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	21115.96	11843622.13
MOTOR POOL EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	05/17/24	CHARLES SUMRALL	Approve repairs

Bill To	Requisition 00009238-00 FY 2024
MUNICIPAL GARAGE	PO 24008496
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
CLASSIC PAINT & BODY INC	MUNICIPAL GARAGE
P O BOX 545	770 GAYLE STREET
	MOBILE, AL 36604
WILMER, AL 36587	sean.clark@cityofmobile.org
Tel#251-649-3607	Delivery Reference
Fax 251-649-3602	D. HILL

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/24	294881				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/17/24	SHONNDA SMITH			
	Approved	05/17/24	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	05/17/24	DONALD ROSE		Auto approved by: 9105spam	
	Approved	05/17/24	SANDRA LEWIS		Auto approved by: 9105spam	
	Approved	05/17/24	STEVEN KRONINGER		Auto approved by: 9105spam	
	Approved	05/17/24	SAMANTHA COOLEY		Auto approved by: 9105spam	
	Approved	05/17/24	JOHN PAINE		Auto approved by: 9105spam	
	Approved	05/17/24	MICHAEL SPAFFORD			

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Chrysler Dodge Jeep Ram for 2024 Dodge Ram 1500 crew cab pickup truck for Traffic Engineering
Motor Pool Capital

Amount of Contract:

$40,452.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240523 Stivers Agenda Package POs	Cover Memo	5/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/23/2024 - 2:43 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
9536	2024	(F7000) MOTOR POOL	2024 DODGE RAM 1500 CREW CAB PICKUP TRUCK FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	$40,452.00	(298035) STIVERS CHRYSLER DODGE JEEP RAM

Adopted:

_____
City Clerk

Bill To	Requisition 00009536-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM	MUNICIPAL GARAGE
2209 COBBS FORD RD	770 GAYLE STREET
	MOBILE, AL 36604
PRATTVILLE, AL 36066	AGEET@CITYOFMOBILE.ORG
Tel#706-315-7796	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/23/24	298035				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2024 OR NEWER DODGE RAM 1500 CREW CAB CLASSIC 4x2 PICK UP TRUCK AS FOLLOWS: Additional Description Notes 2024 OR NEWER DODGE RAM 1500 CREW CAB CLASSIC 4x2 PICK UP TRUCK AS FOLLOWS: BRIGHT WHITE CLEAR COAT; 5.7L V8 HEMI MDS VVT 8 SPEED AUTO 8HP755 TRANS; HD VINYL 40/20/40 SPLIT BENCH SEAT/BLACK/DIESEL GRAY; 2 ADDITIONAL KEY FOBS; CLASS IV RECEIVER HITCH; AMBER 4 CORNER LED WARING STROBES ; SIDE STEP AS PER STATE OF ALABAMA CONTRACT T-191 MA22000003316-8 LINE 8 1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02060 .VEHICLEEXP. .	1.00 EACH	40108.00000	40108.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00009536-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 2

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/23/24	298035				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
002	FREIGHT	1.00 EACH	344.00000	344.00

Vendor Item
Inventory Item/Loc 14009

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02060 .VEHICLEEXP. . 344.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 40452.00

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

Account	Amount	Remaining Budget
E MP02060 .VEHICLEEXP. .	40452.00	136319.73

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	40452.00	11744538.90

Bill To	Requisition 00009536-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 3

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/23/24	298035				MOTOR POOL

Account		Amount	Remaining Budget
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Queued	05/23/24	CHARLES SUMRALL	
Pending		SHONNDA SMITH	
Pending		CHERI BOUCHER	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		STEVEN KRONINGER	
Pending		SAMANTHA COOLEY	
Pending		JOHN PAINE	
Pending		MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

Contract: MA220000003316 - Dodge-RAM-Jeep Vehicles T191

Contract Header

Contract
Dodge-RAM-Jeep Vehicles T191

Type
Master Agreement

Supplier
Stivers Chrysler Dodge Jeep Ram

Contract Code
MA220000003316

Linked Solicitation
Dodge-RAM-Jeep Vehicles T191

Sourcing Number
SRC0000009223

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Butch	Adkins	butchadkins57@aol.com	3344910701

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/14/2022

End Date
9/14/2024

Documents

- New - Dodge-RAM - T191 All T & C - 8-29-22.pdf
- Newest Dodge-RAM-Jeep Order Bank 10-7-22.docx
- Dodge-Ram-Jeep Order Bank 2023.pdf
- Ford 2023 Order Bank Opening Updates.pdf
- New Dodge-RAM-Jeep Lines 8-29-22.docx
- Newest Dodge-RAM-Jeep Lines 10-7-22.docx
- New Dodge-RAM-Jeep Lines 8-29-22.pdf
- Master_Agreement_V1.pdf
- New - Dodge-RAM - T191 All T & C - 8-29-22.docx

Items

Item Name	Product Code		UOM
Dodge Charger SXT	220000003316-1	32,261.23	Each
Jeep Grand Cherokee	220000003316-5	39,594.65	Each
Ram 1500 Quad Cab 2WD	220000003316-6	32,420.35	Each
Ram 1500 Quad Cab 4WD	220000003316-7	35,869.50	Each
Ram 1500 Crew Cab 2WD	220000003316-8	35,182.97	Each
Ram 1500 Crew Cab 4WD	220000003316-9	38,369.25	Each
Ram 2500 Crew Cab 2WD	220000003316-10	40,729.00	Each
Ram 2500 Diesel Engine Upgrade	220000003316-11	8,019.83	Each
Ram 2500 Diesel Engine Upgrade	220000003316-13	8,019.83	Each
Chrysler Pacifica	220000003316-22	40,743.71	Each
Optional Equipment	220000003316-29	0.00	USD
Delivery	220000003316-30	0.00	USD
Ram 2500 Crew Cab 4WD	220000003316-12	43,380.00	Each

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to UKG Kronos Systems LLC for annual renewal of Kronos Telestaff workforce management software for MFRD.
General fund.

Amount of Contract:

$18,420.75

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240522 Kronos Agenda Package POs	Cover Memo	5/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/23/2024 - 1:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
8747	2024	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF KRONOS TELESTAFF WORKFORCE MANAGEMENT SOFTWARE FOR MFRD (BID EXEMPT AS SOFTWARE)	$18,420.75	(294306) UKG KRONOS SYSTEMS LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00008747-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
UKG KRONOS SYSTEMS LLC	FIRE CENTRAL SUPPLY
900 CHELMSFORD STREET	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LOWELL, MA 01851	RICHARDSONV@CITYOFMOBILE.ORG
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/06/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	ORIGINAL PURCHASE PER STATE OF ALABAMA CONTRACT T-00A.			
001	SOFTWARE SUPPORT RENEWAL: UKG TELESTAFF ENTERPRISE V7.1, 575 LICENSES; START DATE 23-JUN-2024 END DATE 22-JUN-2025; PER INVOICE 12234472 Vendor Item	575.00 EACH	2.61594	1504.17
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			1504.17
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	SOFTWARE SUPPORT RENEWAL: UKG TELESTAFF CONTACT MANAGER V7.1, 575 LICENSES; START DATE 23-JUN-2024 END DATE 22-JUN-2025;	575.00 EACH	23.54370	13537.63

Bill To	Requisition 00008747-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Approved

Vendor	Ship To
UKG KRONOS SYSTEMS LLC	FIRE CENTRAL SUPPLY
900 CHELMSFORD STREET	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LOWELL, MA 01851	RICHARDSONV@CITYOFMOBILE.ORG
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/06/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	PER INVOICE 12234472 Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.42200.			13537.63
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	SOFTWARE SUPPORT RENEWAL: UKG TELESTAFF GATEWAY MANAGER V7.1, 1 LICENSE; START DATE 23-JUN-2024 END DATE 22-JUN-2025; PER INVOICE 12234472 Vendor Item	1.00 EACH	871.99000	871.99
1	1000.30.15.1510.1522.1510.0000.0000.42200.			871.99

Bill To	Requisition 00008747-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
UKG KRONOS SYSTEMS LLC 900 CHELMSFORD STREET LOWELL, MA 01851	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/06/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	SOFTWARE SUPPORT RENEWAL: UKG TELESTAFF GLOBAL ACCESS V7.1, 575 LICENSES; START DATE 23-JUN-2024 END DATE 22-JUN-2025; PER INVOICE 12234472 Vendor Item	575.00 EACH	4.35993	2506.96
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			2506.96
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To			

Bill To	Requisition 00008747-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
UKG KRONOS SYSTEMS LLC	FIRE CENTRAL SUPPLY
900 CHELMSFORD STREET	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LOWELL, MA 01851	RICHARDSONV@CITYOFMOBILE.ORG
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/06/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	SOFTWARE SUPPORT RENEWAL: UKG TELESTAFF SMS MANAGER V7.1, 575 LICENSES; START DATE 23-JUN-2024 END DATE 22-JUN-2025; PER INVOICE 12234472 Vendor Item	575.00 EACH	0.00000	0.00
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 18420.75

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

Account	Amount	Remaining Budget

Bill To	Requisition 00008747-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
UKG KRONOS SYSTEMS LLC	FIRE CENTRAL SUPPLY
900 CHELMSFORD STREET	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LOWELL, MA 01851	RICHARDSONV@CITYOFMOBILE.ORG
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/06/24	294306				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42200.	18420.75	3076262.82
FIRE SUPPRESSION DIV EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Approved	05/22/24	DONALD ROSE	Auto approved by: 9105fola
Approved	05/22/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	05/22/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	05/22/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	05/22/24	JOHN PAINE	Auto approved by: 9105fola
Approved	05/22/24	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	05/22/24	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Wisperkool for portable vertical 30ton HVAC unit for Tennis Center.
Capital equipment, Tennis Center

Amount of Contract:

$51,720.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240522 Wisperkool Agenda Package POs	Cover Memo	5/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/23/2024 - 1:31 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
7009	2024	(F6110) MOBILE TENNIS CENTER	PORTABLE VERTICAL 30TON HVAC UNIT FOR TENNIS CENTER (SEALED BID 5883)	$51,720.00	(299031) WISPERKOOL

Adopted:

_____
City Clerk

Bill To	Requisition 00007009-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
WISPERKOOL	TENNIS CENTER
1001 N 3RD ST	851 GAILLARD DRIVE
	MOBILE, AL 36608
FORT SMITH, AR 72901	JACKIE.BYERLEY@CITYOFMOBILE.ORG
Tel#608-334-5999	Delivery Reference
	VERTICAL HVAC
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/26/24	299031				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER BID #5883 AND YOUR QUOTE.			
	48 HOURS PRIOR TO DELIVERY CONTACT CLIFTON THOMAS TO SCHEDULE DELIVERY AT 251-208-1575 OR THOMASC@CITYOFMOBILE.ORG OR SCOTT NOVAK AT SCOTT.NOVAK@CITYOFMOBILE.ORG			
001	AIR CONDITIONING/HEATING UNIT, PORTABLE VERTICAL WISPERKOOL 30 TON/72KW VERTICAL HVAC 480/3/60 (3 PHASE) AIR COOLED, REFRIGERANT 410A. THIS UNIT WILL BE USED TO COOL A LARGE TENT.	1.00 EACH	50920.00000	50920.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E E0018 .CAPEQUIPMT. .			50920.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference VERTICAL HVAC			
	Deliver To TENNIS CENTER			

Bill To	Requisition 00007009-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
WISPERKOOL	TENNIS CENTER
1001 N 3RD ST	851 GAILLARD DRIVE
	MOBILE, AL 36608
FORT SMITH, AR 72901	JACKIE.BYERLEY@CITYOFMOBILE.ORG
Tel#608-334-5999	Delivery Reference
	VERTICAL HVAC
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/26/24	299031				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	851 GAILLARD DRIVE MOBILE, AL 36608			
002	FREIGHT	1.00 EACH	800.00000	800.00
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0018 .CAPEQUIPMT. .			800.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference VERTICAL HVAC			
	Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			

Requisition Link

Requisition Total 51720.00

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

Account	Amount	Remaining Budget
E E0018 .CAPEQUIPMT. .	51720.00	112624.16

Bill To	Requisition 00007009-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
WISPERKOOL	TENNIS CENTER
1001 N 3RD ST	851 GAILLARD DRIVE
	MOBILE, AL 36608
FORT SMITH, AR 72901	JACKIE.BYERLEY@CITYOFMOBILE.ORG
Tel#608-334-5999	Delivery Reference
	VERTICAL HVAC
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/26/24	299031				MOBILE TENNIS CENTER

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	51720.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	03/26/24	SCOTT NOVAK	Auto approved by: 910518652
Approved	03/26/24	JACKIE BYERLEY	
Approved	03/26/24	KIM CARMODY	Auto approved by: 910518652
Approved	03/27/24	BRENDA RHODES	Auto approved by: 910514227
Approved	03/27/24	TIFFANY HOLLINS	
Approved	03/27/24	RELYA MALLORY	Auto approved by: 910514227
Approved	05/21/24	DONALD ROSE	Approved by: 9105fola
Approved	05/21/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	05/21/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	05/21/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	05/21/24	JOHN PAINE	Auto approved by: 910516727
Approved	05/21/24	MICHAEL SPAFFORD	Auto approved by: 910516727
Approved	05/21/24	ANNE FOLEY	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

VENDOR LIST FOR BID 5883

N/R		AMERICAN EVENT SERVICES, LLC JASON@AMERICANEVENTSERVICES.COM 1706 WARRINGTON AVENUE, DANVILLE, IL 61832
N/R	19997	B&B APPLIANCE OF MOBILE INC
N/R	295561	BUILDING COOLING SYSTEMS, INC
N/R	104721	JOHNSTONE SUPPLY OF MOBILE
N/R	198903	SUNBELT RENTAL INC
N/R	293908	TRANE US INC
$51,720.00		WHISPERKOOL JEFF@WHISPERKOOL.COM 1001 NORTH 3RD STREET, FORT SMITH, AR 72901
N/R	183600	WITTICHEN SUPPLY CO INC

Mark McCourt
479-242-2601
mark@mccourtmfg.com

$155,750.00 Technology International, Inc.
tii@tii-usa.com

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/03/2024	5883	Tennis Center	851 Gaillard Dr, Mobile, AL 36608

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Tuesday, May 21, 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

PORTABLE VERTICAL AIR CONDITIONING/ HEATING UNIT (HVAC)

The City of Mobile is requesting bids on a **Portable Vertical 30 Ton Air Conditioning/Heating Unit** for a large tent.

Unit must meet the following MINIMUM specifications:

- Unit is Air Cooled – no water
- Must have a minimum of two (2) outlets and two (2) inlets
- To use 480 Volt – 3 Phase
- Cable to have Terminal Block Power Connection
- Unit will be used to cool/heat large tent
- Must be on skid type platform so unit can be moved by a forklift
- City will remove from rear of truck
- Unit to be set at rear of truck for removal by City of Mobile
- Vendor/shipper shall notify the City of planned delivery, no less that forty-eight (48) hours prior to an intended delivery
- If vendor/shipper fails to notify the City no less than forty-eight (48) hours, prior to the attempted delivery. The City will not pay re-delivery charges or waiting fees.
- City may change delivery location prior to the delivery.
- Freight to be included in price of unit
- Quote delivered price FOB Mobile, AL
- Quote heating capacity equal to 25 ton, cooling 30 ton
- City will consider options, within the above and previously stated terms on the Bid Form
- Refrigerant 410A
- Hot gas bypass valve
- RotoLock connections
- Vendor must include any supply and return grills that should be attached to the front of the unit.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

Provide literature and specifications on product to be provided with your bid.

The welded structural frame is to be fabricated from 11-gauge steel. The access doors are 14-gauge steel and are to be insulated for sound and condensate control. Surfaces that contact condensate have 1" insulation.

Frame surfaces are to protected with an ATP high-performance epoxy anti-chip powder coat primer, then powder coated with a white TGIC weather-resistant polyester (exterior and interior). Additional surface sealer is applied to the drain pan, condenser fan shelf, and the floor of the compressor compartment to further prevent rusting and deterioration.

The cabinet is to be constructed with side and top tent clamp tethers.

Make_____Model_____

State warranty:

_____

_____

_____

State any requirements for this unit to function properly:

_____

_____

_____

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

State delivery _____ days (ARO) after receipt of order.

**The goal for delivery is before June 26, 2024.

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/**

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

Page_____ of_____

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

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

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

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

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

Questions concerning this bid must be in writing to purchasing@cityofmobile.org on or before May 14, 2024.

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.

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:6/4/2024

Submitted by:

Relya Gill McMillian, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To transfer $1,000,000 from Capital Project C0116 Capital Improvement Reserve in the Capital Improvement Fund (Fund 2000) to Capital Project C0964 Langan Park Lake Dredging.

Funding Source

Project # C0964 Langan Park Lake Dredging **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Langan Park Lake Dredging	Cover Memo	5/21/2024

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	5/21/2024 - 3:23 PM
Budget	Collins, Scott	Approved	5/21/2024 - 4:37 PM
Legal	Kern, Chris	Approved	5/22/2024 - 4:17 PM
Legal	Kern, Chris	Approved	5/22/2024 - 4:17 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:30 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $1,000,000.00 in the Capital Improvement Fund (2000) be reallocated from Capital Project #C0116 Capital Improvement Reserve to Capital Project C0964 Langan Park Lake Dredging.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:

Relya Gill McMillian, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to transfer $600,000 from C0116 Capital Improvement Reserve to C0965 Springhill Court and Springhill Ave Site Improvement project.

Funding Source

Project # C0965 Springhill Ct/Springhill Ave Site Improv — **Discretionary Funds**

Project String 2000.2000 — **Contract Number:**

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

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Springhill Court Site Improv Proj	Cover Memo	5/21/2024

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	5/21/2024 - 3:20 PM
Budget	Collins, Scott	Approved	5/21/2024 - 4:37 PM
Legal	Kern, Chris	Approved	5/22/2024 - 4:16 PM
Legal	Kern, Chris	Approved	5/22/2024 - 4:16 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:32 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $600,000.00 in the Capital Improvement Fund (2000) be reallocated from Capital Project #C0116 Capital Improvement Reserve to Capital Project C0965 Springhill Ct and Springhill Ave Site Improv. These funds will be used to acquire ROW, relocate retaining wall and construct sidewalks.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:

Marc Vassallo, Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One-year contract, renewable for two additional one-year periods, for Right of Way mowing services along Ziegler Blvd, from Forest Hill Drive west to 8050 Ziegler Blvd
General fund.

Amount of Contract:

$70,000 per year

Funding Source

Project # **Discretionary Funds**

Project String 1004.2066.42010 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20240522 ZieglerMowing Agenda Package	Cover Memo	5/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Collins, Scott	Approved	5/23/2024 - 9:32 AM
Legal	Kern, Chris	Approved	5/23/2024 - 12:19 PM
Legal	Kern, Chris	Approved	5/23/2024 - 12:19 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:28 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the Best Price Services, LLC, to provide right of way mowing services for Ziegler Blvd, from Forest Hill Drive to 8050 Ziegler Blvd, for one year, renewable annually without further approval required by Council, for up to a total of three years, 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

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and BEST PRICE SERVICES LLC, (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

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

ARTICLE 1. **Scope of the Work.** The mowing of the streets below, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein. Term of this agreement shall be from the date of Council approval to December 31, 2024.

- Mowing of Zeigler Boulevard from Forest Hill Drive to 8050 Zeigler Boulevard

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above
(3) Bodily injury and property damage combined – $500,000 per occurrence

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

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay ionly for work successfully performed. In the further event that City shall engage

the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. **Nondiscrimination**: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all providers performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. **Method of Payment**: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. **Termination of Contract**: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. **Assertion of Rights**: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

7057 Forest,
Glenn ct Irvington
Al 36544

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

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

ARTICLE 16. Signatures:

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

PROVIDER, BEST PRICE SERVICES, LLC

Anthony B. Richardson, Its owner (title)
On behalf of Provider
May-20-2024 Date

State of Alabama

Mobile County

I, MariaTheresa Mason a Notary public in and for said County and State, hereby certify that Anthony Richardson, whose name is known to me, acknowledged before ~~me~~ on this the 20th day of May, 2024 that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Maria Theresa Mason
Notary Public
My Commission expires on April 29, 2025

MARIA THERESA MASON
Notary Public
Alabama State at Large

CITY,

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

EXHIBIT A

SEALED BID — CITY OF MOBILE — BID SHEET

Do Not Return Via Email or Fax

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

Purchasing Department and Package Delivery:

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

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/01/2024	5882	PARKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, May 10, 2024

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

*****This bid cancels and replaces City of Mobile Bid #5875.*****

RIGHT-OF-WAY MOWING SERVICES

The City of Mobile is seeking bids on mowing of City of Mobile Zeigler Boulevard Right-of-Ways as per the following and attached specifications.

Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, and blowing of specific streets named below.

The City defines a mowing cycle (cycle) as having a street mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions.

The City's desire is to have all areas mowed approximately 32 times between the award date and December 31, 2024. The mowing cycles will have all areas mowed on a 14-day cycle in May and during the month of October, changing to a 7-day cycle at the instruction of the City until October 31, 2024. Additional mowing may be required up to December 31, 2024.

The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.

There is no guarantee on the number of cycles to be completed. Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

State delivery time within ____ days of receipt of P.O.

Firm Name Best Price Services, LLC

Signature Anthony B. Richardson

Type or Print Name Anthony B. Richardson

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.

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

Since weather has a significant impact on grass growth, optimum cycle times will be determined by the City of Mobile.

The City's desire is to have all areas mowed (1 mowing cycle) once every seven (7) days unless the City notifies the contractor otherwise. Cycle times may be adjusted if weather results in slower growth of the grass.

In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation.

Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded.

If a contractor is unable to fulfill obligations of the contract on any of their awarded streets, all of the streets awarded to them will be terminated, unless a mutually agreed upon reduction in the number of streets awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required.

Pricing is non-negotiable.

THIS BID WILL BE AWARDED ALL OR NONE.

Mowing start will be in 2 phases:

- Part 1 will be done initially from:
  - 8050 Zeigler Blvd to Athey Road
  - North University Blvd to Gaillard Drive
  - Gaillard Drive to Forest Hill Drive (north side and center median only). City will mow south side.
- Part 2 - Athey Road to N University Blvd will start later as this section of Zeigler is currently under construction and contractor is responsible. Mowing contractor will start this section when construction is done.

Both parts are to be priced.

The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile.

Vendors shall provide with this bid the following:

-Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION
N ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

BID CONTINUATION SHEET

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

-Their City of Mobile Business License Number.

-Their registration with the E-Verify Program, Federal and State.

-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

The following is required and must be filled in:

Registration Number with Secretary of State Office 316-222

City of Mobile Business License Number 80325

E-Verify Enrollment Number 804918

Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES ✓ NO_____

Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items.

Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle.

If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.

The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

BID CONTINUATION SHEET

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

City of Mobile provides with this bid maps and photos of the mowing areas of each of the streets involved.

City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected.

When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following:

The Daily Pesticide/Herbicide Application sheet for each of the streets in the bill being submitted. (see attached)

The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the street mowed.

At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted streets.

A bid bond is not required.

Online Link to Maps of the areas to be mowed.
https://cityofmobile.maps.arcgis.com/home/item.html?id=bd4aae93547f481cb75611a580132bf9

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 PM, Friday, May 10, 2024.**

Any bids delivered after **12:01 PM, Friday, May 10, 2024.**

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to **12:01 PM, Friday, May 10, 2024,** date for the bid.

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Pricing for this bid to be good for the current mowing season to **December 31, 2024.**

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

BID CONTINUATION SHEET

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

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under **Bid #5882**.

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

This is a sealed bid; your response must be in a sealed envelope that has the **Bid #5882** on the outside and/or with the date and time of the bid opening **12:01 PM, Friday, May 10, 2024.**

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

The City reserves the right to award some, all, or none of the bids received on this bid.

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.

TO BE AWARDED ON AN ALL-OR-NONE BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION
N ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

MAIN THOROUGHFARE MOWING PRICING

ZEIGLER BOULEVARD

PART 1 – INITIAL AWARD $ 2,000.00

- 8050 Zeigler Blvd to Athey Road
- North University Blvd to Gaillard Drive
- Gaillard Drive to Forest Hill Drive (north side and center median only). City will mow south side.

PART 2 – LATER AWARD/START $ 1,000.00

- Athey Road to North University Boulevard
  - To start mowing after completion of construction contract

City of Mobile

Main Thoroughfare Mowing Specifications

Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
  - Bahia – 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
  - St. Augustine – 3.5-4" (no less than 3.25", no more than 4.25") as measured from the soil line
  - Specified areas – 4" for Springhill Ave, Hwy 90 at Azalea Golf Course, Old Shell Rd – west of I-65 from Bishop Lane to Myrtlewood Lane, Hillside across from Heron Lakes Golf Course on Hwy 90, Gaillard – adjacent to Azalea City Golf Course, Arcturus Lane, Knollwood Dr, Lowes Dr along the ditch at Rangeline, Old Shell Rd: (Batre to Myrtle Wood), University Blvd: Zeigler Blvd (NW corner), Hills from Train Trussel to Walmart on both sides, Gaillard Rd (Hill NW corner), Gaillard (behind Crepe Myrtles), Morrison Dr (along ditch west side of street), Grelot Rd (Hill NW corner), Hwy 90: Butler Dr (Hill North side of road), Sky Ranch (Hill North side of road), Knollwood (Hill North side of road), Nevius Rd (along ditch), Lowes Dr (Hill from Lowes Dr to 5263), Hillcrest Rd (from 3201 to 3449 (east side of road)
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired

- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing
- NO TREE ALTERATIONS BY ROW MOWING CONTRACTORS IS ALLOWED

String Trimming

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- **Vegetation growing in expansion joints, cracks, etc. shall be removed**
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers (weed eater) shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

Edging

- All concrete walks, curbs, foundations, etc. shall be edged
- Edging shall not be done more than ¼" from the edge of the concrete
- Edging shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Litter

- Any manmade object as large as a cigarette butt shall be considered litter

Herbicides

- A Pre-approved, non-selective herbicide (by the City of Mobile inspector) may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide Application Sheet must be kept and submitted for each cycle and upon request

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that they cycle time is exceeded
- All specifications must be met before payment is release for a maintenance cycle
- Any initial cleanup is included in the bid price.
- **This contract period is during Date of award through December 31 and is for an approximate maximum number of cycles up to 32 (cycles can be increased or decreased at the City of Mobile's discretion at any time). In addition, this contract is contingent upon performance and/or services for up to three years per City of Mobile discretion. Additional years extension would run from that years date of approval to December 31 of that year**

- Shrubbery beds are not included in the contract, except with regard to litter removal
- In the event that concrete medians are included in the contract area, litter and debris shall be removed and vegetation removed and/or treated with a non-selective herbicides at the same that mowing operations are done for that street
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contractor shall schedule work to avoid blocking lanes or disrupting traffic between 7 am – 9 am and between 3:30 pm and 5:30 pm
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Contractor is responsible for clearing inlet throats
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of pesticides, including herbicides, insecticides, and fungicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.

- Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
    - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
    - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
    - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- Contractors mowing equipment shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a "slow moving vehicle" placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill

- Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them
- Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy

MOBILE
ALABAMA

PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to 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)

EXHIBIT B

BESTPRI-03 TTAYLOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/19/2024

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:	
NavSav Holdings LLC 6250 Delaware St Suite B Beaumont, TX 77706	PHONE (A/C, No, Ext): (832) 793-8550	FAX (A/C, No):
	E-MAIL ADDRESS: info@navsav.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : WESTERN WORLD INS CO	13196
INSURED	INSURER B : Nationwide Gen Ins Co	23760
BEST PRICE SERVICES, LLC 7057 FOREST GLENN COURT IRVINGTON, AL 36544	INSURER C : Wesco Insurance Company	25011
	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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		NPP8985889	6/30/2023	6/30/2024	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:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			2006928824-05	9/11/2023	9/11/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X 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 $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		WWC3584990	5/24/2023	5/24/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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EXHIBIT C

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BEST PRICE SERVICES LLC T4
7057 FOREST GLENN CT
IRVINGTON, AL 36544

YEAR	LICENSE NO
2023	80325

ISSUED	EXPIRES
7/27/2023	12/31/2023

238990 CONSTRUCTION-SUB CONTRACTOR
561730 LAWN AND GARDEN SERVICE(S)

Donna G. Bryars

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

RICHARDSON, ANTHONY T4
7057 FOREST GLENN CT
IRVINGTON AL 36544

DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION

2018013316 1/2
Bk: LR7612 Pg:1412
Document Type: LAMD

Mobile County, Alabama
I hereto certify this instrument
filed on : 03/12/2018 12:55:27 PM
Don Davis, Probate Judge

Deed Tax:	$.00	
Mortgage Tax:	$.00	
Mineral Tax:	$.00	
No Tax :	$.00	2018013316
Judge Fee:	$.00	Bk:LR7612
S.R. Fee:	$2.00	Pg:1412
Surcharge Fee:	$.00	
Recording Fee:	$26.00	
TOTAL:	$28.00	

(For County Probate Office Use Only)

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/ incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of $50.00 for standard processing or $150.00 if expedited processing within approximately 24 hours of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed 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.

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization:

   BEST PRICE SERVICES, LLC

2. The date the Certificate of Formation was filed in the county: 08 / 11 / 2014 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 316 - 222 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

(For SOS Use Only)

This form was prepared by: (type name and full address)

ANTHONY B. RICHARDSON
7057 FOREST GLENN COURT
IRVINGTON, AL 36544

RECEIVED DATE
MAR 22 2018
SECRETARY OF STATE
OF ALABAMA

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge

Signature _____
C. Mark Erwin, Chief Clerk
Date 3-12-18

Alabama
Sec. Of State

Entity Change	
316-222	DLL
Date	3/22/2018
Time	13:53
180322	2 Pg
File	$50.00
Ackn	$.00
Exp	$.00
Total	$50.00
10/014	

John H. Merrill
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of BEST PRICE SERVICES LLC, as received and filed in the Office of the Secretary of State on 08/20/2014.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

06/13/2018

Date

J. H. Merrill

John H. Merrill Secretary of State

20180613000018456

EXHIBIT D

E-Verify

Company ID Number: 804918

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Best Price Services LLC
Company Facility Address	7057 Forest Glenn Ct Irvington, AL 36544
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	473927306
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:

Nick Amberger, P.E. Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman William Carroll

Purpose and Scope of Project:

To approve contract with Geotechnical Engineering Testing, Inc. for testing services.

Amount of Contract:

$38,600.00

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000.48030 **Contract Number:**4967

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Testing Services	Cover Memo	5/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	5/23/2024 - 12:43 PM
Capital	Rhodes, Brenda	Approved	5/23/2024 - 1:59 PM
Legal	Kern, Chris	Approved	5/23/2024 - 2:46 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 3:04 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Western Bayfront Resurfacing COM Project: 2024-3005-04

PROJECT #: C0914 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Geotechnical Testing Services

_____

CONTRACT AMOUNT: $38,600.00

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** 5/23/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as 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: Western Bayfront Resurfacing
COM Project#2024-3005-04

Estimated Cost: $38,600.00

Adopted:

_____
City Clerk

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 "CITY", and (**Geotechnical Engineering Testing, Inc.**) hereinafter called the "LABORATORY", WITNESSETH:

That 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** - An engineering company (**Kimley-Horn & Associates, Inc.**) employed by the CITY to perform professional engineering services for the Project.

(d) **CONTRACT** - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

(e) **COUNCIL** - Mobile City Council

(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 CITY, 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** - The construction and/or improvement of any public sidewalk, street, bridge, drainage facility included in the City of Mobile Improvement Project – **WESTERN BAYFRONT RESURFACING**
Project No. – **2024-3005-04**

(j) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the Project.

(k) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT (**Kimley-Horn & Associates, Inc.**) to perform engineering services for the PROJECT.

(l) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

(m) **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.

(n) **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 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 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:

The LABORATORY shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed, educated, and qualified as to any duties assigned by, or the responsibility of, the LABORATORY. The parties agree that throughout the life of the contract that the LABORATORY shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the LABORATORY. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of LABORATORY 'S technical staff, inspectors, observers, engineers or agents, all acts by the LABORATORY, or LABORATORY 'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the LABORATORY. All engineering and testing services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama.

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 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 (Prior to Start of Construction):

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The City will furnish blue prints of the plan-profile sheets 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 and at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER 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 thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For embankment and sub-grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

(a) BORINGS - Borings for bridge culverts and 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 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 analyses 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.

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 or 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 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 (4) 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 (1) at 7 days, and two (2) 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) 100 tons or less total requirements; conformity with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Total requirements more than 100 tons; same as (a) except paragraphs 5 & 9 shall be added. 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 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 to 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:

Any language to the contrary in this Agreement notwithstanding, all payments to the LABORATORY for services 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 LABORATORY for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this Agreement as Exhibit B. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. Construction Phase Services – A sum not to exceed **$28,600.00 (Twenty-Eight Thousand Six Hundred Dollars and Zero Cents)** for construction services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the

work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

B. Payment for Special Borings and Soil Mechanics tests, Item 14, will be paid for as shown on Exhibit "B" where applicable.

C. Following award of the Agreement, the CITY shall pay the LABORATORY the expense of additional services, if requested by the CITY, in writing with a Notice to Proceed. Additional services, if initiated, shall be based on the rates in Exhibit "B" and shall not exceed **$10,000.00 (Ten Thousand Dollars and No Cents)**.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this Contract by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this Contract and all terms and conditions contained herein. Neither the City nor the LABORATORY shall assign or transfer their respective interest or obligation in this Contract without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

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

30. E-VERIFY:

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

31. 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.

32. 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 entities 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.

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.

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.

35. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: _____. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

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 Drive

Mobile, AL 36693

Telephone: 251-666-7197

STATE OF ALABAMA
CITY 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 21 day of MAY, 2024.

JACQUELINE TOKUHARA
Notary Public
Alabama State at Large

_____
NOTARY PUBLIC

My Commission Expires: 8/16/26

EXHIBIT 'A'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the construction of the following project:

WESTERN BAYFRONT RESURFACING
Project No. 2024-3005-04

Source of Funding: C0914 – Capital Improvement Fund.

Construction Phase Services – Not to Exceed Amount - $28,600.00
Additional Services – Not to Exceed Amount - $10,000.00

The estimated laboratory cost is not to exceed, unless otherwise approved: **$ 38,600.00**

EXHIBIT 'B':

FEE SCHEDULE 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

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	

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	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AXIS Surplus Insurance Company	26620
INSURED Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693	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 #2024-3005-04, Western Bayfront Resurfacing
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 Insureds 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

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: 296114 .

CEO of Geotechnical Engineering-Testing, Inc.

Sworn to and subscribed before me this the 22 day of MAY , 2024.

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

Signature and Seal of Notary Public

JACQUELINE TOKUHARA
Notary Public
Alabama State at Large

EXHIBIT 'D':

SUBCONTRACTING PLAN AND DBE UTILIZATION REPORT

OR

REQUEST OF WAIVER OF DBE GOAL

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

City of Mobile
Engineering Department

Attn: Jake Clements

Re: Project – WESTERN BAYFRONT RESURFACING
Project No. – **2024-3005-04**

Dear Mr. Clements:

Geotechnical Engineering-Testing, Inc. (GET) requests a waiver of the disadvantaged business enterprise (DBE) Goal as it relates to the responsibilities of the Testing Laboratory for this project that are covered in this contract. The scope of work under this contract is primarily limited to the testing activities that will be performed by a single technician with some minor oversight by the firm's engineering and management staff.

There are no tasks associated with this project that could easily by separated from those performed by GET personnel for the utilization of a DBE firm.

Please contact Curt Doyle, P.E. if there are any questions.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.

Curt Doyle, P.E.
President/Principal Engineer

904 Butler Drive • Mobile, Alabama 36693 • 251.666.7197
www.geoengr.com

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2024-3005-04 Current Date 5 /10 /24

Project Description Western Bayfront Resurfacing

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.

Geotechnical Engineering-Testing, Inc. (GET) requests a waiver of the disadvantaged business enterprise (DBE) Goal as it relates to the responsibilities of the Testing Laboratory for this project that are covered in this contract. The scope of work under this contract is primarily limited to the testing activities that will be performed by a single technician with some minor oversight by the firm's engineering and management staff.

There are no tasks associated with this project that could easily by separated from those performed by GET personnel for the utilization of a DBE firm.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 5/10/2024 (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)

05/14/2024 (Date)

Approved By (CAO)

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:

Jennifer Greene, Director of Programs and Project Management
Jasmine Washington, CIP Manager

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Attached to this memo is an Agreement between SPV Associates Inc, DBA OnIndus and the City of Mobile, enabling OnIndus to perform services that assist the City with the execution of requirements for the continued implementation of eBuilder for the capital improvement program. The length of this agreement is 1 year. The work from OnIndus has been visible through the assistance they have provided to multiple municipalities in 36 years of managing and overseeing capital project technology. Through the work of this contract, OnIndus will be helping our team achieve the next level of implementation, which includes Data Migration, Financial Integration, Process Designs, Dashboarding, and Training and Adoption support for the internal team and vendors.

Amount of Contract:

$200,125.00

Effective Date of Contract:

5/21/2024

Funding Source

Project # N/A **Discretionary Funds** N/A
Project String 10042045 42200 **Contract Number:**N/A
Budget Amendment **REDUCE** N/A **INCREASE** N/A
Grant Funds $0 **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	5/16/2024
Resolution	Resolution Letter	5/16/2024

Contract	Backup Material	5/16/2024
Scope of Work	Backup Material	5/16/2024
Insurance	Backup Material	5/16/2024
E-Verify	Backup Material	5/16/2024

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	5/16/2024 - 12:17 PM
Accounting	Angle, Laura	Approved	5/16/2024 - 3:21 PM
Legal	Kern, Chris	Approved	5/16/2024 - 4:19 PM
Legal	Kern, Chris	Approved	5/16/2024 - 4:19 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:20 PM

May 16, 2024

To Whom It May Concern:

Attached to this memo is an Agreement between SPV Associates Inc, DBA OnIndus and the City of Mobile, enabling OnIndus to perform services that assist the City with the execution of requirements for the continued implementation of eBuilder for the capital improvement program. The length of this agreement is 1 year.

The work from OnIndus has been visible through the assistance they have provided to multiple municipalities in 36 years of managing and overseeing capital project technology. Through the work of this contract, OnIndus will be helping our team achieve the next level of implementation, which includes Data Migration, Financial Integration, Process Designs, Dashboarding, and Training and Adoption support for the internal team and vendors.

We look forward to continued communication on this important initiative. Please call or email either Jennifer Greene or Jasmine Washington with questions.

Jennifer Greene 251-208-7199 or jennifer.greene@cityofmobile.org
Jasmine Washington 251-208-7043 or jasmine.washington@cityofmobile.org

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

THAT THE Mayor and the City Clerk be, and 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 the company listed below, for work as outlined in the contract attached hereto and made part hereof as set forth in full, subject to the company signing the contract. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: SPV ASSOCIATES INC. (DBA OnIndus)

Project Name: CIP CONSULTANT FOR EBUILDER

Project Number: 2024-2045-03

Amount: $200,125.00

Adopted:

_____

City Clerk

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____,

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Consultant: SPV Associates Inc. DBA OnIndus
5800 Wind Drift Lane
Boca Raton, Fl 33433

For the following Project: eBuilder design, configuration, migration, and integration services

The Owner and Consultant agree as set forth below:

1.0 CONSULTANT'S SERVICE

1.1 The Consultant's services consist of eBuilder configuration and integration services for the management of capital projects and programs as described herewith for a contract sum of **Two Hundred Thousand One Hundred Twenty Five Dollars ($200,125.00).**

1.2 The Consultant's services shall not exceed **Two Hundred Thousand One Hundred Twenty Five Dollars ($200,125.00).**

1.3 The Consultant's services shall be as stated in the attached Scope of services as accepted by the City of Mobile, and dated March 27, 2024. The contract term shall extend from date of complete execution until May 1, 2025.

1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project is the Director of Programs and Project Management or the Director's designated representative.

2.2 CONSULTANT IN CHARGE

Individual: Bret Elam
Firm Name: SPV Associates Inc. DBA OnIndus
Address: 5800 Wind Drift Lane
Boca Raton, Fl 33433
Phone Number: 251-666-2766

3.0 GENERAL REQUIREMENTS

3.1 The Consultant shall complete performance as indicated in the project timeline attached.

3.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the owner's sole discretion.

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

3.4 The Consultant shall maintain insurance in accordance with Exhibit 1 Insurance and shall attach to this contract a correctly executed Certificate of Liability Insurance with required endorsements.

3.5 Payment will be made to the Consultant monthly upon receipt of invoices, billed at the end of the month Net30, as specified in the scope.

4.0 INDEMNIFICATION. Consultant shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitations, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Consultant's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Consultant agrees it is not a

design professional within the meaning and application of Acts of Alabama 2021-318, or subsequent codifications thereof.

5.0 CONTRACT DOCUMENTS. The contract documents consist of this Agreement, the Consultant's Proposal as accepted by the City and other documents listed in this Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Consultant Proposal, dated March 27, 2021 – 8 Pages
2. This Instrument (Agreement) – 8 Pages
3. E-Verify Documentation
4. Certificate of Insurance and Endorsements

6.0 GOVERNING LAW. This Agreement shall be governed by the Laws of the State of Alabama and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama.

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

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

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

10.0 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES By signing this contract, the Consultant further

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

11.0 Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Consultant, and shall not be liable for any debts or obligations incurred by Consultant, nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Consultant, or sums earned or derived by the Consultant, nor shall Consultant at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

12.0 Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be the 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 the 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 manner in which services by the Consultant, provided for herein, are performed, but on the contrary, the Consultant shall be wholly responsible therefor.

13.0 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 the United States while performing its obligations under the terms of this Agreement.

14.0 **TERMINATION.** The Consultant agrees that upon violation of any of the covenants and agreements herein contained, and on account of any act or omission or commission of the Consultant, the City may, at its option, immediately terminate and cancel this Agreement. This Agreement may also be terminated by City at any time without cause by submitting a written notice to Consultant fifteen (15) days in advance of the date on which the agreement is to be terminated. Upon such termination, the Consultant shall be entitled to compensation that bears the same ratio to the total compensation provided herein as the actual work performed bears to the total work otherwise required hereunder.

15.0 **NOTICES.** All notices, 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

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

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

_____
William S. Stimpson, Mayor

CONSULTANT:
SPV Associates Inc DBA OnIndus

_____
Sidharth Shah, President

ATTEST:

_____
City Clerk

STATE OF Florida
COUNTY OF Palm Beach

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sidharth Shah, whose name as President of SPV Associates, Inc., 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 such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said state agency.

GIVEN under my hand and notary seal on this the 1st day of May. 2024.

_____
NOTARY PUBLIC, STATE OF Florida
My Commission Expires: 04/16/2027

ARLIZ GOMEZ
Notary Public - State of Florida
Commission # HH 386914
My Comm. Expires Apr 16, 2027

Exhibit 1

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Professional Liability Insurance:

1. Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

B. 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.

C. 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 Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

D. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, nonowner, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

E. 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.

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).

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

Additional Insured - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance - General-Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

March 27, 2024

Schedule A (Description of Services)

1. Objective

The objective of this proposal is to continue to design, configure, and train the City of Mobile's Capital Project Team.

2. Summary of Scope of Work

The completion of this scope will increase the operational effectiveness of the City of Mobile's capital program. The result will be digitized processes and a more proactive approach to capital project execution. Key positive impact areas include:

- Design, development, and deployment of additional processes
- Integration from Munis to e-Builder
- Dashboard requirements, design, and delivery
- Ongoing system support

Customer Initials:

3. Scope of Work

A. Develop a solution for tracking multiple Munis Projects into a single eBuilder Project.

B. Create upgrade from one-way integration to bi-directional integration within e-Builder, Novis Works, and Munis.

C. Update cost process,(4) including Contract PO Approvals, Change Order, Invoice Approval, and Budget Approval/Amendment, and create (5) additional mail merges

D. Develop Earned Value Data Analytics Dashboard in Power BI

E. Develop, configure, and implement new Project Closeout Process

F. Develop, configure, and implement new Vendor Management/User Management Process

G. Conduct weekly (2 hours) training sessions for eB Admins

H. Provide ongoing system support and training

I. Update existing Pay Application Process to include SOVs and DocuSign or Adobe Sign

J. Contingency (10%)

K. Project/Program Management (15%)

Customer Initials:

4. Investment

OnIndus services provided will be at the following competitive market rates:

STEP	HOURS	BUDGET
Develop solution for tracking multiple Munis Projects into a single eBuilder Project	95	
Create upgrade from one-way integration to bi-directional integration within e-Builder, Novis Works and Munis	320	
Update cost processes (4), including Contract/PO Approvals, Change Order, Invoice Approval, Budget Approval/Amendment and create additional (5) mail merges	70	
Develop Earned Value Data Analytics Dashboard in Power BI for additional city employees	160	
Develop, configure, and implement new Project Closeout Process	50	
Develop, configure, and implement new Vendor Management/User Management Process	40	
Conduct weekly (2 hour) training sessions for eB Admins	99	
Provide ongoing system support and training	135	
Update existing Pay Application Process to include SOV's and DocuSign or Adobe Sign	45	
Contingency (10%)	101	
Project/Program Management (15%)	152	
Sub Total	**1268**	**$190,125.00**
Estimated Travel		**$10,000.00**
Total Budget	**1268**	**$200,125.00**

Customer Initials:

Cost

a. Hours in this Engagement: 1268 Hrs
b. Time frame: 2/1/24-1/25/2025 (approximately)
c. Total Consulting Budget: $ 190,125.00
d. Estimated Travel: $10,000 NTE
e. Potential Resources
    i. Project Manager
    ii. e-Builder Specialist
    iii. Business Analyst
    iv. Power BI Specialist
f. Most of the work will be delivered remotely.
g. However, there may be a need to travel to deliver in person training with a budget of $10,000 NTE. OnIndus will bill travel on actuals with receipts.

Payment Terms

h. Billed Monthly, at the end of the month, NET30
i. Hourly Report Provided With Billing, Itemizing Resource Hours, and Task Performed

Customer Initials:

5. Project Timeline

Phase 3

	Phase 3 Timeline	Priority	Start	Delivery	February	March	April	May	June	July	August	September	October	November	December	January
1	**Bi-directional integrations with e-Builder, Novis Works & Munis** *Bi-directional integrations will help fluidity between the two systems and ensure information is correct between the two...*	Highest	5/1/24	12/15/24												
2	**Solution for tracking multiple Munis Projects to one eBuilder Project in integration** *Identify and link multiple eB projects within a single Munis Project/Program*	High	5/1/24	8/31/24												
3	**Pay Application Process / Adobe Sign**	High	6/1/24	9/30/24												
4	**Process Updates - Specifically CO's, Contract Approvals, additional mail merges will be needed** *Cost processes will need to be updated after one-way integration is complete*	High	9/1/24	12/31/24												
5	**Earned Value - Data Analytics (Power BI Dashboards for Management / Other City Employees)** *Tracks progress for informed decisions about resource and buget allocations, and assesses the health of the project.*	High	8/1/24	12/31/24												
6	**Vendor Management Process** *The process will address issues requessting and creating new vendors in e-builder and Munuis.*	High	6/1/24	9/30/24												
7	**Project Closeout process** *The process will ensure that all contracts and PO's are closed out iand will automatically change the project status from active to complete.*	High	9/1/24	12/31/24												
8	**Weekly Training Sessions for eB Admins** *2 hour weekly training sessions for all City of Mobile eB Admins*	High	2/1/24	1/31/25												
9	**Provide ongoing system support and training** *Office hours to provide additional support in eBuilder for internal COM users and additional training sessions to help*	High	2/1/24	1/31/25												

Customer Initials:

6. Assumptions

For Successful completion of the projects, we assume the following to be true.

- The City of Mobile team will provide inputs in a timely manner and assist in validating the solution.
- The City of Mobile team will provide access to the e-Builder System to do necessary configuration and training.
- Weekly update meetings will be rescheduled and require the participation of stakeholders from both OnIndus and City of Mobile to confirm the current project status.
- Availability of key stakeholders to support the implementation of the project.
- Unless stated in section 3 of this document, all other items are considered out of scope. Changes to the scope of work will be documented and agreed upon mutually with cost and time impact factors provided in writing.
- OnIndus resources will support the project by being onsite and remote as required.
- All data and information shared is confidential and proprietary and shall not be distributed or shared with other 3rd parties without mutual consent.

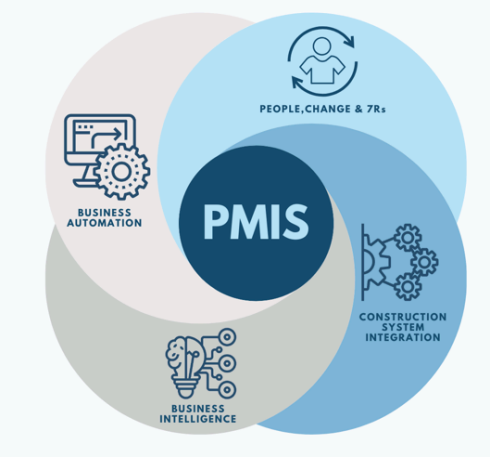
Customer Initials:

7. About OnIndus

Who We Are:

- Experts with more than 70 years of collective Project Control Systems
- Practitioners from different spheres of the Construction Industry
- Agile and Customer Focused
- Successful in Harnessing Power of Technology
- Turning Data into Information and Actionable Insights
- Delivering your Projects Successfully

A Trusted Partner That Understands Your Business



OnIndus is composed of industry experts with over 70 years of managing and overseeing capital project technology imperative to any program's success. With vast exposure to the marketplace, the team has observed, developed, and executed best-in-class business automation processes, system integration, change management, and business intelligence. The entire team delivers on 35 years of Project Controls Enterprise Systems experience and 80 years of emerging technology experience.

Working across an organization and in multiple industries, OnIndus allows owners to realize the return on investment expected from their PMIS, like eBuilder, faster, and more efficiently than before, avoiding risk and improving performance and on-time delivery.

Customer Initials:

The OnIndus team understands the specific business needs of your organization. We provide end to end support to your organization, including:

- reporting requirements of leadership and key stakeholders,
- coordination of training and daily tasks – day-to-day and admin activities, and
- unique needs of your configuration.

We document the processes internal to your team that interface with e-Builder, integrations with other systems, and any additional systems that your teams may use to deliver your services. We are confident that we can understand the challenges and issues that your teams may be experiencing and work to develop the best solutions.

- Internal Business Process experts (the People and the interactions between Departments
- Change Management execution Focused - We handle the Communication, Training, and ROI.
- Reporting Experts - Use your Data at the highest levels and drive adoption.
- Data integration Experts - Reduce Duplicate entry.
- Experts in PMIS Software - We can configure precisely how you need it.

Customer Initials:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2024

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:	Benjamin Levenson		
Technology Insurance Associates InsureYourCompany.com/Techsmart Insurance Agency 225 Gordons Corner Road 2B Manalapan NJ 07726	PHONE (A/C, No, Ext):	(888) 242-4675	FAX (A/C, No):	(732) 862-1177
	E-MAIL ADDRESS:	Ben@insureyourcompany.com		

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
SPV Associates Inc DBA OnIndus 5800 Wind Drift Lane Boca Raton FL 33433	INSURER A : Twin City Fire Insurance Co	29459
	INSURER B : Hartford Casualty Insurance Co	29424
	INSURER C : Hartford Casualty Insurance Co	29424
	INSURER D : LLoyds of London	15792
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 199533 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	13SBMNZ4863	08/21/2023	08/21/2024	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	X	X	13SBMNZ4863	08/21/2023	08/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $	2,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	13SBMNZ4863	08/21/2023	08/21/2024	EACH OCCURRENCE AGGREGATE 	$ $ $	3,000,000 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	13WECAB9MBI	08/21/2023	08/21/2024	[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
A	Professional Liability/ E & O			13SBMNZ4863	08/21/2023	08/21/2024	$1,000,000 Per Claim / $2,000,000 Aggregate		
A	Retroactive Date			13SBMNZ4863	08/21/2018	08/21/2018	/ $000		
C	3rd Party Fidelity Crime Bond			13TP0388880	05/25/2023	05/25/2024	$2,000,000 Limit / $2,000,000 Aggregate		
D	First Party Cyber Coverage			CEL-PCYB-2400008	02/02/2024	02/02/2025	$3,000,000 Limit / $3,000,000 Aggregate		

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

Certificate holder named as additional insured only if required by written contract. Coverage subject to policy terms and conditions.

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

Benjamin Levenson

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Company ID Number: 1337197

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and SPV Associates Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

    a. Notice of E-Verify Participation

    b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1337197

Approved by:

Employer	
SPV Associates Inc.	
Name (Please Type or Print) Handa Vikas	**Title**
Signature Electronically Signed	**Date** 08/29/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 08/29/2018

Company ID Number: 1337197

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	SPV Associates Inc.
Company Facility Address	5800 Wind Drift Ln Boca Raton, FL 33433
Company Alternate Address	10909 Emerald Wood Dr Huntersville, NC 28078
County or Parish	PALM BEACH
Employer Identification Number	831641963
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	2 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1
NY	1

Company ID Number: 1337197

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Vikas Handa
Phone Number	7049043673
Fax	
Email	vhanda02@gmail.com

Name	Sidharth Shah
Phone Number	2405352204
Fax	
Email	sid.pmit@gmail.com

Name	Handa Vikas
Phone Number	7049043673
Fax	
Email	vhanda02@gmail.com

Company ID Number: 1337197

This list represents the first 20 Program Administrators listed for this company.

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:

Casi Callaway, Chief Resilience Officer

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize contract with The Peninsula of Mobile, Inc. in the amount of $30,000.00 for work as outlined in the FY23 Hurricane Response Debris Removal Grant.

Amount of Contract:

$30,000.00

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/14/2024
Professional Services Contract	Backup Material	5/14/2024
Previously Approved Resolution for Grant Application	Backup Material	5/14/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	5/16/2024 - 3:21 PM
Legal	Kern, Chris	Approved	5/16/2024 - 4:24 PM
			5/16/2024 - 4:24

Legal	Kern, Chris	Approved	PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:23 PM

RESOLUTION

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, an Agreement with The Peninsula of Mobile, Inc., in an amount of $30,000.00 for the FY23 Hurricane Response Debris Removal Grant Program, 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

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT (hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **THE PENINSULA OF MOBILE, INC.** a non-profit organization and existing under the laws of the State of Alabama (hereinafter "Contractor"), agree as follows:

WHEREAS, the City submitted an application to the National Fish and Wildlife Foundation in support of the FY23 Hurricane Response Debris Removal Program and was awarded a grant in the amount of $463,441.00 which will be used for education outreach and removal of derelict vessels and marine debris. The grant requires a local match in the amount of $105,663.36.00 to be paid by the City of Mobile; and

WHEREAS, The Peninsula of Mobile, a 501(c)(3) environmental non-profit organization dedicated to the economic redevelopment of Mobile's coastal community based on sustaining the sensitive environment that surrounds the Peninsula, including the Dog River Watershed and Mobile Bay. The Peninsula of Mobile will execute a public outreach and education campaign on securing boats during storms, and engage volunteers from the project community to assist with public education and litter removal; and

WHEREAS, this contract evidences the intent of the City and Contractor to cooperate in the execution of this project, which will be administered by the City of Mobile Office of Grants Management, with the City of Mobile Resilience Office working with the Contractor on the performance of the approved grant activities,

NOW, THEREFORE,

WITNESSETH:

That the City, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

1. City hereby agrees to pay the Contractor, per the specification of the grant guidelines, a sum not to exceed THIRTY THOUSAND DOLLARS AND NO/100 ($30,000.00) to directly provide the services listed in the Statement of Work in support of the grant received from the National Fish and Wildlife Foundation, payable for the period from the execution of this Agreement to the end of the expiration of the grant period, December 31, 2026, unless amended or extended by the City of Mobile, or the National Fish and Wildlife Foundation. Payments shall result from written requests submitted monthly to the City and which invoices shall reflect an amount of compensation based on work accomplished and completion of the scope of the tasks agreed to and listed in the attached Budget (Attachment B).

2. The Contractor agrees to perform education and outreach services as outlined in the Statement of Work (Attachment A) which is considered necessary and pertinent to the completion of the National Fish and Wildlife (NFWF) FY23 Hurricane Response Debris Removal Fund Grant requirements.

3. The contract documents consist of this Agreement, Statement of Work for the PENINSULA OF MOBILE, Inc. (Attachment A), as accepted by the City and other documents listed in this Agreement, all of which form the Contract and are fully apart of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

a. This Instrument (Agreement) – 7 pages
b. Statement of Work as approved by National Fish and Wildlife Foundation Attachment A)
c. Copy of the Budget approved by the National Fish and Wildlife Foundation and included in the Federal Subgrant Agreement, Grant Number: 0319.23.076994 (Attachment B)

4. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

5. Contractor in the performance of its operations and obligations hereunder, shall not be deemed to be the 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 the 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 manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible, therefore.

6. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without prior written consent of the City, which such consent shall be granted or denied solely at City's discretion.

7. The Contractor 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.

8. The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement. In the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

9. Contractor agrees and understands that the funding of this Agreement is dependent upon federal grant funding provided to the City of Mobile. Any subsequent decrease in grant funding after said award may also result, in the City's sole discretion, in a proportionate decrease in funding available for City tasking to Contractor, and this Agreement may be declared null and void and no liability shall accrue to any party hereto. The City agrees that it will provide Contactor no less than 10 days written notice of any such decrease in grant funding, and that it will provide Contractor with no less than 10 days written notice of any decision to declare this Agreement null and void as the result of any such decrease in grant funding, as well as that the City will pay for any services delivered and invoiced by Contractor as of the date of any such declaration.

10. Contractor agrees that the City, at its sole discretion, may terminate and cancel this Agreement for any reason other than a decrease in federal funding as described in Paragraph 9 of this Agreement, by giving 60 days written advance notice to the Contractor. Upon termination, the City shall only pay for those services rendered and invoiced as of the time of the date of termination. 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. The City likewise agrees that Contractor, at is sole discretion, may terminate and cancel this agreement by giving 60 days written notice to the City.

11. The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise, be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs. Contractor shall further 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.

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

a. 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

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.

Said certificate shall require that said insurance coverage will not 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.

13. Contractor 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 arising from Contractor's negligent and/or wrongful acts or any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives arising from contractors negligent and/or wrongful acts and/or 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.

14. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

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

Laura Angle
Grants Compliance Manager
Post Office Box 1827
Mobile, AL 36633-1827

Post Office Box 1827
Mobile, AL 36633-1827

And to Contractor:

THE PENINSULA OF MOBILE, Inc.
P.O. Box 501134
Mobile, AL 36605

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

16. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

17. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

18. 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.

19. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

20. The Contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as mended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration laws or knowingly employ, hire for employment, or continue to employ an unauthorized alien with 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 there from.

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

22. Funding for this contract come in whole or part through federal government grant programs, which require these additional contractual terms:

a. The Contractor agrees to comply with any City requests for information related any City or government audit of Contractor's performance and financial records related to this agreement.

b. Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

c. During the performance of this contract:
(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(iv) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(vii) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(viii) Contractor agrees to follow the "Americans with Disabilities" Act of 1990
(ix) The Contractor will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

d. Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

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

Contractor, THE PENINSULA OF MOBILE, INC.

BY _____ Date: 5-10-2024
Its Authorized Agent

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that John Cutts whose name as AUTHORIZED AGENT of THE PENINSULA OF MOBILE, INC., a non-profit corporation, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Contract, (s)he, 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 the 10 day of May, 2024.

_____
Notary Public
State of Alabama At-Large
My Commission Expires: _____

CHERRELL ROSALES NOTARY PUBLIC ALABAMA STATE AT LARGE

Notary Public
Alabama State At Large
My Commission Expires 10/26/26

CITY OF MOBILE, A Municipal Corporation

BY_____ **Date:**_____
William S. Stimpson, Mayor

ATTEST:

BY_____
Its City Clerk

EXHIBTS A Statement of Work
B Budget and Unit Rates
C Insurance

EXHIBIT A

STATEMENT OF WORK

THE PENINSULA OF MOBILE, Inc. (CONTRACTOR) will:

1. Engage Peninsula members and volunteers to assist with two (2) clean-ups on Dog River, each year of the two-year grant for a total of four (4) cleanups.
2. Outreach to Peninsula members, subscribers, and contacts at local marinas and yacht clubs.
3. Participate in planned media exposure and public service announcements.
4. Disseminate approved social media flyers/branding on Peninsula outlets.
5. Assist with distributing/replacing "no anchoring" signage throughout the Dog River Watershed at a minimum of five (5) locations.
6. Coordinate with the City of Mobile's communications department prior to scheduling any media and or Public Service Announcements.

EXHIBIT B

BUDGET & UNIT RATES

DESCRIPTION	LOCATION	SCHEDULE	AMOUNT
Outreach and education campaign and cleanups	Dog River	Year 1	$15,000
Outreach and education campaign and cleanups	Dog River and Fowl River	Year 2	$15,000

EXHIBIT C

INSURANCE

PENIOFM-01 ASHEFFIELD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2024

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 Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Angela Sheffield PHONE (A/C, No, Ext): (251) 643-7028 FAX (A/C, No): (251) 473-9010 E-MAIL ADDRESS: angela@thamesbatre.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity — 18058
INSURED The Peninsula of Mobile PO Box 501134 Mobile, AL 36605	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X	X	PHPK2633413	1/31/2024	1/31/2025	EACH OCCURRENCE	$ 1,000,000
							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
	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)	$
								$
	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 (Mandatory in NH)	N / A					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)

General Liability:

Additional Insured provision applies with respect to General Liability as per form PI-GLD-HS (10/11), if required by written contract.
Waiver of Subrogation provision applies with respect to General Liability as per form PI-GLD-HS (10/11), if required by written contract.

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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31-1217 **2023**

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to accept and receive grant assistance in the amount of $463.441.00 from the Hurricane Response Marine Debris Removal Fund awarded through a partnership between National Fish and Wildlife Foundation (NFWF) and the National Oceanic and Atmospheric Administration (NOAA). There is a match requirement that will leverage funds received from the DHS FY 2021 Port Security Grant.

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 NFWF, NOAA, or DHS/FEMA. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Mobile City Council authorizes the expenditure of $105,663.36 in DHS FY21 Port Security Grant funds that will be used to cover the cost of overtime for MPD Dive Team members to remove the derelict vessels and marine debris.

Adopted: NOV - 8 2023

ASSISTANT City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:

Daniel Davis, Risk Manager

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Three year contract, then month-to-month indefinitely, with University of South Alabama, USA Health HCA Industrial Medicine Clinic LLC, for City employee physical exams and vaccinations.
General fund.

Amount of Contract:

As needed NTE $100K per year

Funding Source

Project # **Discretionary Funds**

Project String 1004.1530&1510.44020 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2024 Agenda Package USA Health	Cover Memo	5/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Collins, Scott	Approved	5/23/2024 - 9:32 AM
Legal	Kern, Chris	Approved	5/23/2024 - 12:23 PM
Legal	Kern, Chris	Approved	5/23/2024 - 12:23 PM

Mayors Office	Barber, James	Approved	5/23/2024 - 1:28 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 the University of South Alabama, USA Health HCA Industrial Medicine Clinic, LLC, to provide City employee physical exams and vaccinations, for three years, then month-to-month, without further approval required by Council, in an amount as needed not to exceed $100,000.00 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

Professional Services Contract
City of Mobile

AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and University of South Alabama, an Alabama public body corporate, on behalf of itself and its affiliated entities, including the University of South Alabama Health Care Authority and USA Health HCA Industrial Medicine Clinic, LLC("Service Provider").

WHEREAS, Service Provider is uniquely qualified and engaged in the business of industrial medicine.

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' professional skill, competence, and personality 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 to provide employee and prospective employee physical examinations, substance testing, base-line occupational testing, laboratory testing, and vaccines, as described in Exhibit A.

2. TERM: The Services shall be commenced and performed upon execution of this Agreement and continue thereafter for a period of three years. At the completion of the three--year period, upon the mutual consent of both parties, the contract may be presumed to continue on a month-to-month basis with all provisions of the contract remaining in force.

3. COMPENSATION: Service Provider's fees are as described in **Exhibit A**. The City hereby agrees to pay the Service Provider for work tasked and performed to the satisfaction of the City Project Manager according to the fee schedule and payment terms attached in **Exhibit A.** Service Provider will submit invoices to the City itemizing work done subject to the invoice. The total amount of services provided by and compensation paid to Service Provider under this contract will not exceed $100,000 per year unless specifically authorized in writing by the City Project Manager and Service Provider.

4. INVOICE: The Service Provider shall submit monthly invoices for services provided in the previous month. All invoices are subject to review and approval by the City for receipt of the services invoices before payment.

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 after 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: USA shall maintain the following Insurance during the life of the contract at the following minimum policy amounts. The insurance policies shall be primary and non-contributory in relation to any other insurance available to the City. USA will not change or terminate the policies without the written consent of the City, and will not do anything to cause any of the insurance to be invalidated in whole or in part. The issuing insurer will provide 30-days written notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

The following minimum amounts of insurance will be maintained for the duration of the contract:

a. Workers Compensation- Statutory- amount and coverage as required by the State of Alabama

b. Commercial General Liability Insurance (CGL): Policy limits for CGL must be at least $1,000,000 per occurrence and general aggregate, and the CGL policy must be an occurrence-based policy with Products-Completed Operations Hazard coverage as well as a "Separated of Insureds" provision. Said CGL policy also shall not contain a "Cross Suits Exclusion" provision. The general aggregate limit shall be on a per project basis (not a per policy basis).

c. Comprehensive - Automobile Liability insurance including owned, non-owned, and hired vehicles. Limits of $1,000,000 combined single limit covering "Any Auto" utilized by the Vendor, its agents, servants, or employees in any way for its work under this Contract. In the event a policy covering "Any Auto" is not available, said policy shall cover at a minimum, owned, non-owned, and hired vehicles.

d. Malpractice – USA shall maintain statutory medical malpractice insurance.

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: To the extent, if any, permitted by Alabama law, 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.

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).

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 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. The Service Provider may terminate the contract upon sixty (60) days written notice.

18. 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.

19. SERVICE PROVIDER. The University of South Alabama, on behalf of itself and its affiliated entities, including the University of South Alabama Health Care Authority and USA Health HCA Industrial Medicine Clinic, LLC, is a public body corporate and as such, will not be bound to any Terms and Conditions of the Agreement if same are not in compliance with federal and state laws regarding state institution contracts. Any terms incorporated by reference requiring the University of South Alabama or any of its divisions to indemnify, hold harmless, or pay attorney fees will apply only to the extent allowed by law. The University of South Alabama and its divisions or affiliated entities will not be bound to any terms or terms incorporated requiring arbitration, limitation of liability or a governing law of any state other than Alabama.

20. NOTICES: All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

Director of Risk Management
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

And to Service Provider via Certified Mail, return receipt requested:
USA Health
207 North Catherine St.
Mobile, AL36604
Attn: Chief Legal Counsel, Room 209

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 Service Provider by such duly authorized officers or individuals as may be required by law.

University of South Alabama, on behalf of itself and its affiliated entities, including University of South Alabama Health Care Authority and its USA Health HCA Industrial Medicine Clinic, LLC, Service Provider

BY: _____ Date: 5/2/24
Benny J. Stover

Its _____ (Title)
CFO/Contract Officer

ACKNOWLEDGEMENT

The State of Alabama }

Mobile County}

I, Kathy Parks Hurst, a Notary Public, in and for said County in said State, hereby certify that Benny J. Stover whose name as CFO of the USA, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

KATHY PARKS HURST MY COMMISSION EXPIRES MAY 21, 2024 NOTARY PUBLIC STATE OF ALABAMA

Given under my hand this the 2nd day of May, 2024

_____ (Seal)
Notary Public

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
William S. Stimpson, Mayor

ATTEST:

_____ Date: _____
City Clerk

Exhibit: A Statement of Work
B Evidence Of Insurance

EXHIBIT A

STATEMENT OF WORK

A. General. Service Provider agrees to provide preventative and evaluative medical services, unrelated to Workers Compensation evaluations, for City of Mobile personnel upon request and referral by designated City employees. These services will include:

1. fitness-for-duty physical exams and exam reports,

2. new-hire physical exams and exam reports for Mobile Fire Rescue (MFRD) personnel compliant with National Fire Protection Association (NFPA) 1582 guidelines,

3. U.S. Department of Transportation medical exams as licensed/designated medical examiner for Commercial Driver's Licenses (CDL),

4. baseline and follow-on physical exams for employees subject to hazardous environments,

5. other specialty physical exams or fit testing,

6. delivery of required vaccines or minor treatment incident to the above services, and

7. associated records and reports related to examinations or treatment of City employees to further City of Mobile compliance with federal, state, and local regulations and the efficient management and assignment of City employees.

B. Professional Expertise. Service Provider is a professional medical services provider and is expected to possess and maintain the required professional certifications, experience, and proficiency to provide the services required. Service Provider is expected to maintain in-depth knowledge and required designations or certifications regarding medical assessments in accordance with the NFPA 1582 standards, Occupational Safety and Health (OSHA) standards, and DOT physical standards for CDLs. Service Provider shall comply with all regulatory patient privacy and safety requirements.

C. MFRD Baseline Exams: USA will provide baseline exams for MFRD personnel that will consist of the following services:

1. Review of lab results for specific known Fire Service cancer risks including testicular, prostate, skin, brain, rectum, stomach, bladder, and colon cancer, non-Hodgkin's lymphoma, multiple myeloma and malignant melanoma.

2. Individualized Health Risk Appraisal: Written feedback to uniformed personnel concerning health risks and health status is required following the annual examination. Reporting findings and risks and suggesting plans for modifying risks improves the physician-patient relationship and helps uniformed personnel claim ownership of their health status. Individualized health risk appraisals also must include questions that attempt to accurately measure the uniformed personnel's perception of their health. Health perception can be a useful indicator of potential problems.

3. Medical History Questionnaire: An initial pre-employment history questionnaire must be completed to provide baseline information with which to compare future medical concerns. Included in cost of physical exam.

4. Hands-on physical examination to include:

    a. Vital Signs - Head, Neck, Eyes, Ears, Nose, and Throat Cardiovascular Inspection, auscultation, percussion and palpation. Pulmonary - Inspection, auscultation, percussion and palpation. Gastrointestinal - Inspection, auscultation, percussion and palpation. Genitourinary - Hernia exam (Also, see cancer screening).
    b. Lymph Nodes: The examination of organ systems must be supplemented with an evaluation of lymph nodes in the cervical, auxiliary, and inguinal regions.
    c. Neurological: The neurologic exam for uniformed personnel must include a general mental status evaluation and general assessment of the major cranial/peripheral nerves (motor, sensory, reflexes).
    d. Musculoskeletal: Includes an overall assessment of range of motion (ROM) of all joints and back. Additionally, observation of the personnel performing certain standard office exercises or functions is helpful in assessing joint mobility and function.

5. Blood Analysis: Includes; CBC, Lipid w/Glucose, CMP, C-reactive protein and HbA1c. The following are components of the blood analysis. At a minimum, laboratory services must provide these components in their automated chemistry panel (aka SMAC 20/CMP) and complete blood count (CBC) protocols:

    a. C-Reactive Protein White Blood Cell Count Differential
    b. Red Blood Cell Count (Hematocrit) Platelet Count
    c. Liver Function Tests: Includes SGOT/AST, SGPT/ALT, LDH, Alkaline Phosphatase, and Bilirubin
    d. Lipid
    e. Triglycerides &Cholesterol: Includes: Total Cholesterol, Low Density Lipoprotein (LDL-C) level, High Density Lipoprotein (HDL-C) level, and Total Cholesterol/HDL Ratio
    f. Glucose

g. HbA1c
h. Blood Urea Nitrogen
i. Creatinine
j. Sodium
k. Potassium
l. Carbon Dioxide
m. Total Protein
n. Albumin
o. Calcium

6. Urinalysis

    a. Dip Stick: Includes pH, Glucose, Ketones, Protein, Blood, and Bilirubin
    b. Microscopic: Includes WBC, RBC, WBC Casts, RBC Casts, and Crystals
    c. Drug screening

7. Vision Tests/ Titmus: Assessment of vision must include evaluation of distance, near, peripheral, and color vision. Evaluate for common visual disorders.

8. Audiometric Hearing Test (Added after conversation)

9. Pulmonary (Spirogram) Includes OSHA Questionnaire and PFT

10. FIT Test Specific Mask Full Face (Added after conversation)

11. Chest X-Ray

12. Stress EKG with Vo2 value calculated

13. Oncology Screening Elements

    a. Prostate Specific Antigen (PSA)
    b. Fecal Occult Blood Testing
    c. Skin Exam

D. Fee Structure: USA will provide the following services for the City of Mobile at the following rates for the contract year. If specific tests or procedures not listed are recommended or requested, USA will provide City a price quote for City approval for those services in advance of service delivery.

1. Pre-Placement Physicals

a. Pre-Placement / APOST Physical	$65
b. Fire Fighter NFPA 1582 New Hire	$70
c. DOT Physical Pre/ Re Cert/ Crane Operator	$70
d. Fitness for Duty /Return to Duty Physical	$115

2. Substance Testing
    a. Non-Federal 10 Panel Test $68
    b. DOT Drug Test $68
    c. Rapid 10 Panel Drug Test $32
    d. Conformation of non-negatives (sendoff) $35
    e. 8 Panel Hair Test $85
    f. Alcohol (DOT and Non) $25

3. Base-Line Testing
    a. Audiogram $27
    b. Vision w/depth (Titmus) $18
    c. Jaeger Eye Exam $16
    d. Ishihara Eye Exam $15
    e. OSHA Respiratory Questionnaire $17
    f. Pulmonary Function Test (PFT) $38
    g. FIT Test (1 Mask) $37
    h. FIT Test (2 Mask) $57
    i. FIT Test (3 Mask) $87
    j. Chest X-Ray One View PA $57
    k. Chest X-Ray Two View PA & Lateral $92
    l. B Reader (X-Ray Overreads) $68
    m. Electrocardiogram (EKG) $58
    n. Stress Test $250

4. Lab Services
    a. Blood Sugar (finger stick) $12
    b. CBC w/Diff $24
    c. Chem Profile (CMP) $29
    d. UA Micro / Urinalysis $15
    e. Lipid w/Glucose $22
    f. Hemoglobin A1C $28
    g. PPD / TB Skin Test $15
    h. Quanti FERON (TB Gold) $185
    i. Stool and Ova Parasites $50
    j. Hepatitis Titer $30
    k. Varicella Titer $50
    l. MMR Titer $60

5. Vaccines
    a. Tdap $55
    b. Hepatitis A Vaccine Series (2 shot series)
    Initial / Six month $89 / shot
    c. Hepatitis B Vaccine Series (3 shot series)
    Initial / 30 days / Six month $78 / shot
    d. Twin Rix A&B Series (3 shot series)
        a. Initial / 30 days / Six month $129 / shot

e.	Varicella	$191
f.	Meningococcal	$170
g.	Polio	$46
h.	MMR	$102
i.	Typhoid	$86
j.	Rabies	$380
k.	Pneumococcal	$117

E. Manner of Service Delivery: Service Provider will provide service to the City at its Mobile office on both a walk-in and appointment basis. Service Provider will render services only to City employees or potential employees that City has specifically referred for service. Service Provider will render the specific service as requested by the City in an agreed upon referral process, which shall include a form of written request from or signed by a City "Designated Person" as identified below. Within 24 hours of service, Service Provider will provide a follow up report to the City documenting the services rendered under every referral. Service Provider will provide additional services only after consultation with and written direction by the City referring official. This requirement is not intended to limit the delivery of emergency or first-aid care, which care should be provided independent of this contract, and is to specifically be billed to the employee.

F. Billing/Payment: Service Provider shall invoice City monthly, itemizing the services rendered the previous month. All invoices shall be submitted to the referring City department, with a copy to:

Daniel Davis
Director of Risk Management, City of Mobile
PO Box 1827
Mobile, AL 36633-1827 or by email to daniel.davis@cityofmobile.org.

G. Patient Records: Patient records prepared for services rendered under this contract are to be securely retained by USA but remain property of the City of Mobile.

H. City of Mobile Designated Persons: The following persons are authorized to request, in writing, evaluations, services, and reports under this contract. This list may be adjusted by the Human Resources Director, Director of Risk Management, or Executive Director of Public Safety. Provision of services absent written direction of an authorized person or emergency may result in denial of payment:

a. Daniel Davis, Director of Risk Management, daniel.davis@cityofmobile.org, 251-208-7892.
b. Leslie Rey, Director of Human Resources, leslie@cityofmobile.org, 251-208-7832.
c. Charles Hines, MFRD Health and Safety Officer, hinesc@cityofmobile.org, 251-263-3987.

EXHIBIT B

Evidence of Insurance

VERIFICATION OF GENERAL LIABILITY COVERAGE

From: University of South Alabama Office of Risk Management 650 Clinic Dr., TRP III, Suite 2400 Mobile, AL 36688 PHONE: (251) 460-6232 FAX: (251) 460-6074	To: Don Rose City of Mobile Chief Procurement Officer/ADA Coordinator 205 Government Street Mobile, AL 36644 Donald.Rose@CityofMobile.org 251-208-7436

VERIFICATION DATE:	April 12, 2024
INSURED INDIVIDUAL:	USA Industrial Medicine Clinic
EFFECTIVE DATE OF COVERAGE:	October 1, 2023
COVERAGE EXPIRATION DATE:	September 30, 2024

This verification is issued as a matter of information only and confers no rights upon the holder. This form does not amend, extend or alter the coverage afforded by the University of South Alabama General Liability Trust Fund.

TRUST PARTICIPANTS:
University of South Alabama, University of South Alabama Healthcare Management, LLC, (all locations including USA Medical Center, USA Children's & Women's Hospital and USA Health Providence Hospital) University of South Alabama Health Services Foundation, South Alabama Medical Science Foundation

TRUST COVERAGE SUMMARY:
This is to verify that the coverage provided by the University of South Alabama General Liability Trust Fund is applicable to the Participants named above **and their employees while acting within the course and scope of their duties for the Participants** for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification may be issued or may pertain. The coverage afforded is subject to all the terms, exclusions and conditions of the governing documents of the Trust.

TYPES OF INSURANCE	POLICY NUMBER	EFFECTIVE DATES	LIMITS CERTIFIED
GENERAL OCCURRENCE TYPE	TRUST FUND	AUTOMATICALLY RENEWS ON OCTOBER 1ST OF EACH YEAR	PER OCCURRENCE: $1,000,000.00 ANNUAL AGGREGATE: $2,000,000.00

COMMENTS:

Coen Cook 04/12/24

Trust Fund Administrator Date

VERIFICATION OF Professional Liability Coverage

FROM: University of South Alabama Office of Risk Management 650 Clinic Dr., TRP III, Suite 2400 Mobile, AL 36688 Phone: (251) 460-6232 Fax: (251) 460-6074	To: Don Rose City of Mobile Chief Procurement Officer/ADA Coordinator 205 Government Street Mobile, AL 36644 Donald.Rose@CityofMobile.org 251-208-7436

VERIFICATION DATE:	**April 12, 2024**
Insured Individual:	**Ashley Hughes Jackson, CRNP**
Effective Date of Coverage:	**October 01, 2023**
COVERAGE EXPIRATION DATE:	**September 30, 2024**

This verification is issued as a matter of information only and confers no rights upon the holder. This form does not amend, extend or alter the coverage afforded by the University of South Alabama Professional Liability Trust Fund. The Office of Risk Management maintains a database of lawsuits filed against individual protected parties.

TRUST PARTICIPANTS:
University of South Alabama, University of South Alabama Healthcare Management, LLC, (all locations including USA Medical Center, USA Children's & Women's Hospital & USA Health Providence Hospital) University of South Alabama Health Services Foundation, South Alabama Medical Science Foundation

TRUST COVERAGE SUMMARY:
This is to verify that the coverage provided by the University of South Alabama Professional Liability Trust Fund is applicable to the Participants named above **and their employees while acting within the scope of their duties for the Participants** for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification may be issued or may pertain. The coverage afforded is subject to all the terms, exclusions and conditions of the governing documents of the Trust.

TYPES OF INSURANCE	POLICY NUMBER	EFFECTIVE DATES	LIMITS CERTIFIED
PROFESSIONAL OCCURRENCE TYPE	TRUST FUND	AUTOMATICALLY RENEWS ON OCTOBER 1ST OF EACH YEAR	PER OCCURRENCE: $ 1,000,000.00 ANNUAL AGGREGATE: $3,000,000.00

COMMENTS:

Trust Fund Administrator — 4/12/24 Date

VERIFICATION OF Professional Liability Coverage

FROM: University of South Alabama Office of Risk Management 650 Clinic Dr., TRP III, Suite 2400 Mobile, AL 36688 Phone: (251) 460-6232 Fax: (251) 460-6074	To: Don Rose City of Mobile Chief Procurement Officer/ADA Coordinator 205 Government Street Mobile, AL 36644 Donald.Rose@CityofMobile.org 251-208-7436

VERIFICATION DATE:	**April 12, 2024**
Insured Individual:	**Tiffany Robinson, CRNP**
Effective Date of Coverage:	**October 01, 2023**
COVERAGE EXPIRATION DATE:	**September 30, 2024**

This verification is issued as a matter of information only and confers no rights upon the holder. This form does not amend, extend or alter the coverage afforded by the University of South Alabama Professional Liability Trust Fund. The Office of Risk Management maintains a database of lawsuits filed against individual protected parties.

TRUST PARTICIPANTS:
University of South Alabama, University of South Alabama Healthcare Management, LLC, (all locations including USA Medical Center, USA Children's & Women's Hospital & USA Health Providence Hospital) University of South Alabama Health Services Foundation, South Alabama Medical Science Foundation

TRUST COVERAGE SUMMARY:
This is to verify that the coverage provided by the University of South Alabama Professional Liability Trust Fund is applicable to the Participants named above **and their employees while acting within the scope of their duties for the Participants** for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification may be issued or may pertain. The coverage afforded is subject to all the terms, exclusions and conditions of the governing documents of the Trust.

TYPES OF INSURANCE	POLICY NUMBER	EFFECTIVE DATES	LIMITS CERTIFIED
PROFESSIONAL OCCURRENCE TYPE	TRUST FUND	AUTOMATICALLY RENEWS ON OCTOBER 1ST OF EACH YEAR	PER OCCURRENCE: $ 1,000,000.00 ANNUAL AGGREGATE: $3,000,000.00

COMMENTS:

Trust Fund Administrator — Date: 4/12/24

VERIFICATION OF Professional Liability Coverage

FROM: University of South Alabama Office of Risk Management 650 Clinic Dr., TRP III, Suite 2400 Mobile, AL 36688 Phone: (251) 460-6232 Fax: (251) 460-6074	To: Don Rose City of Mobile Chief Procurement Officer/ADA Coordinator 205 Government Street Mobile, AL 36644 Donald.Rose@CityofMobile.org 251-208-7436

VERIFICATION DATE:	**April 12, 2024**
Insured Individual:	**Donald Herip, MD**
Effective Date of Coverage:	**October 01, 2023**
COVERAGE EXPIRATION DATE:	**September 30, 2024**

This verification is issued as a matter of information only and confers no rights upon the holder. This form does not amend, extend or alter the coverage afforded by the University of South Alabama Professional Liability Trust Fund. The Office of Risk Management maintains a database of lawsuits filed against individual protected parties.

TRUST PARTICIPANTS:
University of South Alabama, University of South Alabama Healthcare Management, LLC, (all locations including USA Medical Center, USA Children's & Women's Hospital & USA Health Providence Hospital) University of South Alabama Health Services Foundation, South Alabama Medical Science Foundation

TRUST COVERAGE SUMMARY:
This is to verify that the coverage provided by the University of South Alabama Professional Liability Trust Fund is applicable to the Participants named above **and their employees while acting within the scope of their duties for the Participants** for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification may be issued or may pertain. The coverage afforded is subject to all the terms, exclusions and conditions of the governing documents of the Trust.

TYPES OF INSURANCE	POLICY NUMBER	EFFECTIVE DATES	LIMITS CERTIFIED
PROFESSIONAL OCCURRENCE TYPE	TRUST FUND	AUTOMATICALLY RENEWS ON OCTOBER 1ST OF EACH YEAR	PER OCCURRENCE: $ 1,000,000.00 ANNUAL AGGREGATE: $3,000,000.00

COMMENTS:

Trust Fund Administrator — 4/12/24 Date

VERIFICATION OF Professional Liability Coverage

FROM: University of South Alabama Office of Risk Management 650 Clinic Dr., TRP III, Suite 2400 Mobile, AL 36688 Phone: (251) 460-6232 Fax: (251) 460-6074	To: Don Rose City of Mobile Chief Procurement Officer/ADA Coordinator 205 Government Street Mobile, AL 36644 Donald.Rose@CityofMobile.org 251-208-7436

VERIFICATION DATE:	**April 12, 2024**
Insured Individual:	**Robert Ross, MD**
Effective Date of Coverage:	**October 01, 2023**
COVERAGE EXPIRATION DATE:	**September 30, 2024**

This verification is issued as a matter of information only and confers no rights upon the holder. This form does not amend, extend or alter the coverage afforded by the University of South Alabama Professional Liability Trust Fund. The Office of Risk Management maintains a database of lawsuits filed against individual protected parties.

TRUST PARTICIPANTS:
University of South Alabama, University of South Alabama Healthcare Management, LLC, (all locations including USA Medical Center, USA Children's & Women's Hospital & USA Health Providence Hospital) University of South Alabama Health Services Foundation, South Alabama Medical Science Foundation

TRUST COVERAGE SUMMARY:
This is to verify that the coverage provided by the University of South Alabama Professional Liability Trust Fund is applicable to the Participants named above **and their employees while acting within the scope of their duties for the Participants** for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification may be issued or may pertain. The coverage afforded is subject to all the terms, exclusions and conditions of the governing documents of the Trust.

TYPES OF INSURANCE	POLICY NUMBER	EFFECTIVE DATES	LIMITS CERTIFIED
PROFESSIONAL OCCURRENCE TYPE	TRUST FUND	AUTOMATICALLY RENEWS ON OCTOBER 1ST OF EACH YEAR	PER OCCURRENCE: $ 1,000,000.00 ANNUAL AGGREGATE: $3,000,000.00

COMMENTS:

Ben Cook 4/12/24

Trust Fund Administrator Date

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:

Nick Amberger, Director of Engineering and Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

Grant a permanent easement to Alabama Power to provide new underground service to Lavretta Park, as shown in yellow on attached drawing.

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
Resolution	Resolution Letter	5/21/2024
Easement	Exhibit	5/21/2024

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Stout, Carleen	Approved	5/21/2024 - 1:23 PM
Legal	Kern, Chris	Approved	5/22/2024 - 4:15 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:29 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Member Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an easement, to ALABAMA POWER COMPANY as set out in W.E. #A6554-06-AD24, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLARS, needed for ALABAMA POWER COMPANY to provide new underground service to Lavretta Park, as shown in yellow on attached drawing.

Adopted:

_____

City Clerk

APC NO. _____

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF MOBILE

W.E. # A6554-06-AD24

Parcel No. 28 05 15 4 004 051.000

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2024, by and between the City of Mobile, Mobile, Alabama, a municipal corporation, hereinafter known as Grantor and Alabama Power Company, a corporation, hereinafter known as Grantee:

W I T N E S S E T H:

WHEREAS, the City, being the owner of the land or easements and rights of way with respect thereto more particularly described as follows: As needed for installation of new underground facilities for a new commercial customer within City of Mobile property located at **4901 200 Parkway St. East, known as Lavretta Park, City of Mobile property, as shown in yellow on attached drawing.**

All that property in the Southeast Quarter (SE ¼) Section 15 Township 4 South, Range 2 West, being between Parkway Street East and Parkway Street West. The Property is further identified as Tax Parcel Number 2805154004051.000 in the property tax records in the office of the Revenue Commissioner of Mobile County, Alabama. Location of the easements herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No. # A655406AD24** marked as Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easements upon the terms and conditions hereinafter set out.

NOW, THEREFORE,
In consideration of the sum of One and No/100 ($1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for, **Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

Subject to the following conditions, the Power Company shall construct, operate and maintain said electric power transmission lines and communication service at the location hereinabove designated in accordance with the following:

A. Grantee shall defend, indemnify, and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above-described work on the premises.

B. The said facilities shall be constructed, operated, and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications.

of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property. At any time, such specifications are not being met because of the construction, operation and maintenance or presence of said electric power facilities and communication service, then the Power Company shall within 30 days after notice that such specifications are not being met, construct, operate, and maintain said facilities in accordance with such specifications or pay to the City the cost of rebuilding such electrical facilities and improving the City's property so that such specifications are being met.

C. The Power Company shall construct, operate, and maintain said electric power facilities and communication facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

D. The Power Company and the City shall use extreme caution in operating machinery and equipment across said lands in order to assure adequate clearance between the machinery and the high voltage conductors.

E. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a condition satisfactory to the City.

F. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Power Company's facilities so constructed, hinder, or interfere with the City's ingress and egress for the proper use of its land, easements and rights of way or for the operation and maintenance of its facilities, then the Power Company shall make the necessary provisions to eliminate same.

G. The Power Company shall promptly notify the City of any unusual or hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.

H. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities, all rights granted herein shall revert to the City.

I. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.

J. Grantee shall repair any damage to Grantor's drainage system to the extent such damage is caused by Grantee's use of said Easement.

K. Grantee, during the construction or maintenance of its facilities, shall not materially interfere with maintenance operations of Grantor.

L. Grantee, acting pursuant to this Easement, shall comply with all laws, rules and regulations, Federal, State or local, applicable to Grantee's use of said Easement.

M. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, P. O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to

Alabama Power Company, P. O. Box 2247, Mobile, Alabama 36652-2247.

TO HAVE AND TO HOLD the same to the said Power Company, its successors, and assigns, forever.

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by **WILLIAM S. SIMPSON,** as its Mayor and attested by _____ _____, as its City Clerk, and its corporate seal to be hereto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the 1ST day of MAY, 2024.

W.E. # A655406AD24

Attest:

CITY OF MOBILE,
A MUNICIPAL CORPORATION

_____
It's City Clerk

By: _____
Its: Mayor

ALABAMA POWER COMPANY

_____

By: _____
Its: Team Leader

STATE OF ALABAMA
COUNTY OF MOBILE

I, Erica Maize, a Notary Public, in and for said County in said State, hereby certify that BLAKE JARRETT, whose name as Team Leader of Alabama Power Company, a 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 this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 1st day of May, 2024.

ERICA C MAIZE
Notary Public
Alabama State at Large

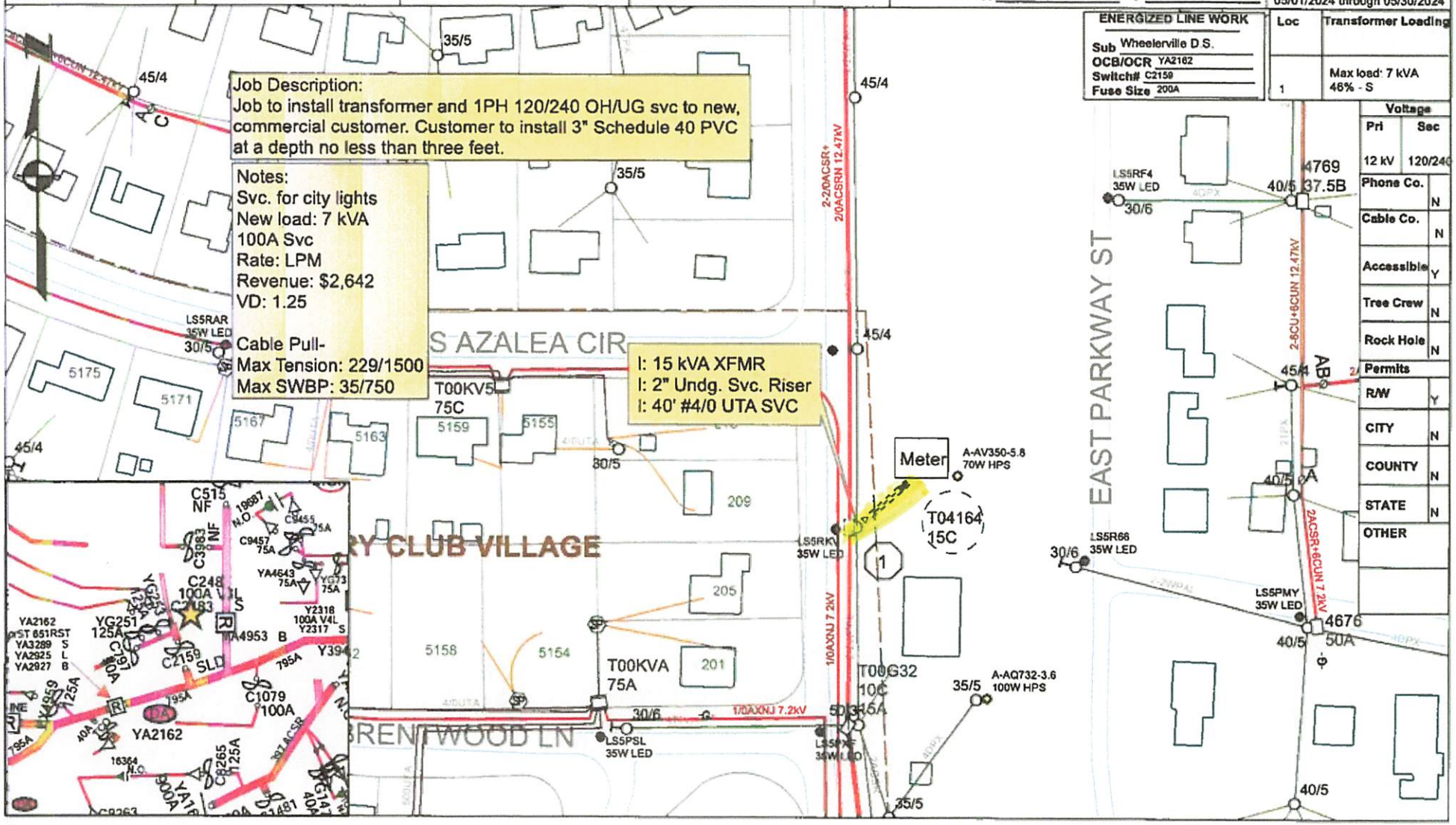
Erica Maize
Notary Public-State at Large
My Commission Expires: _____

My Commission Expires
August 11, 2025

"Exhibit A"

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E. Map Center UTM: 1275683 1142323 Map Center LatLon: 30.693293 -88.160771 1 inch = 67 feet

Customer	Location	Cmted. Svc Date	County	Section	Township	Range	Add'l Info.	Estimate No.
City of Mobile	Lavretta Park	05/09/2024	Mobile	15	04S	02W	Jake Magnin 251-581-0017	A855406AD24
Division	**District**	**Town**	**UserID**	**Created:**	**Substation: Wheelerville D.S.**			**MISSALL#**
Mobile	Hillcrest	Mobile	jmagnin	4/26/2024	X- 27462 Y- C2159			241170062 05/01/2024 through 05/30/2024



AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Rita Nelson as outlined in the Settlement Agreement and Release of Claims

Amount of Contract:
n/a

Effective Date of Contract:
5/28/2024

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Nelson

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Nelson	Resolution Letter	5/17/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	5/17/2024 - 4:17 PM 5/22/2024 - 4:14

Legal	Kern, Chris	Approved	PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:31 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Rita Nelson, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D015\P006\00126743.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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 — 5 Oct 2023 — Date

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

---

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
	29 AUG 2023
Signature of Company Owner	Date

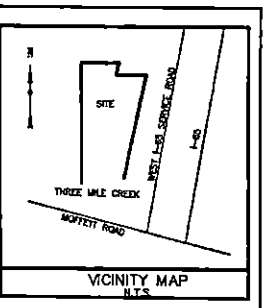
LEGAL DESCRIPTION

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

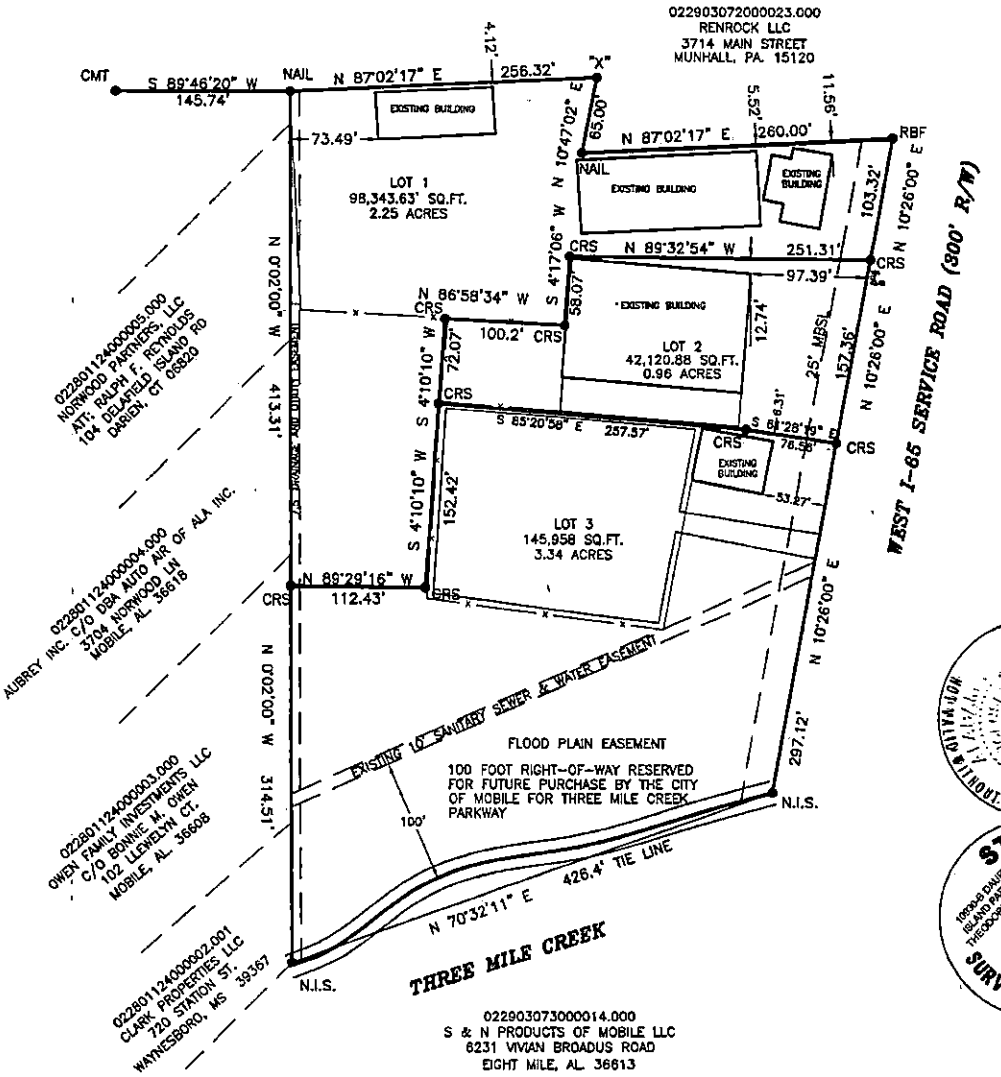
TYPE OF SURVEY: SITE PLAN
RECORD BEARING BASED ON SUBDIVISION PLAT
COLLECTED BEARING BASED ON G.P.S OBSERVATIONS



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

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

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

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

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

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

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

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

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

RENROCK LLC
3714 MAIN ST
MUNHALL , PA 15120

RENROCK LLC
3714 MAIN ST
MUNHALL , PA 15120

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.

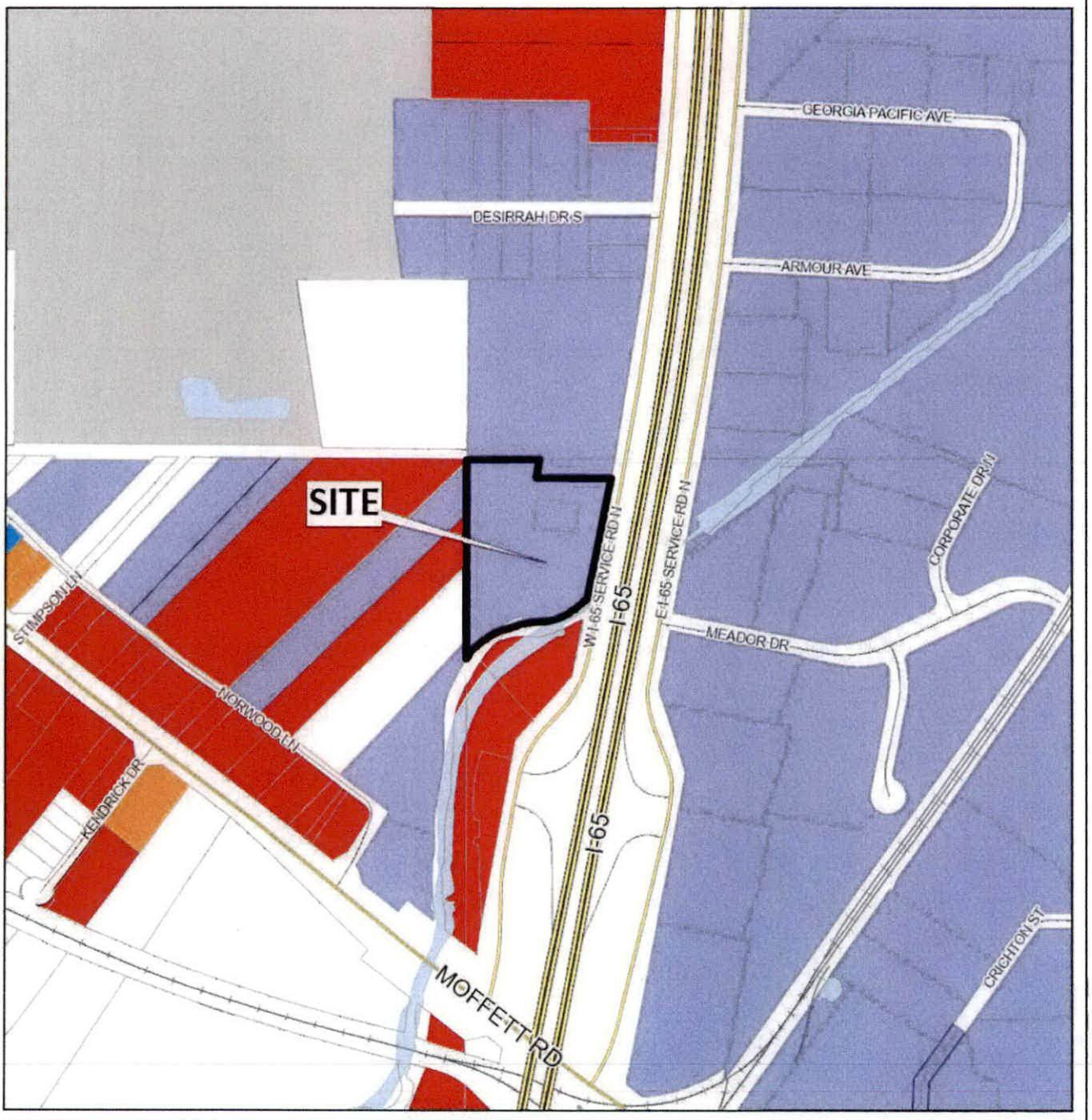
Considerations:

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

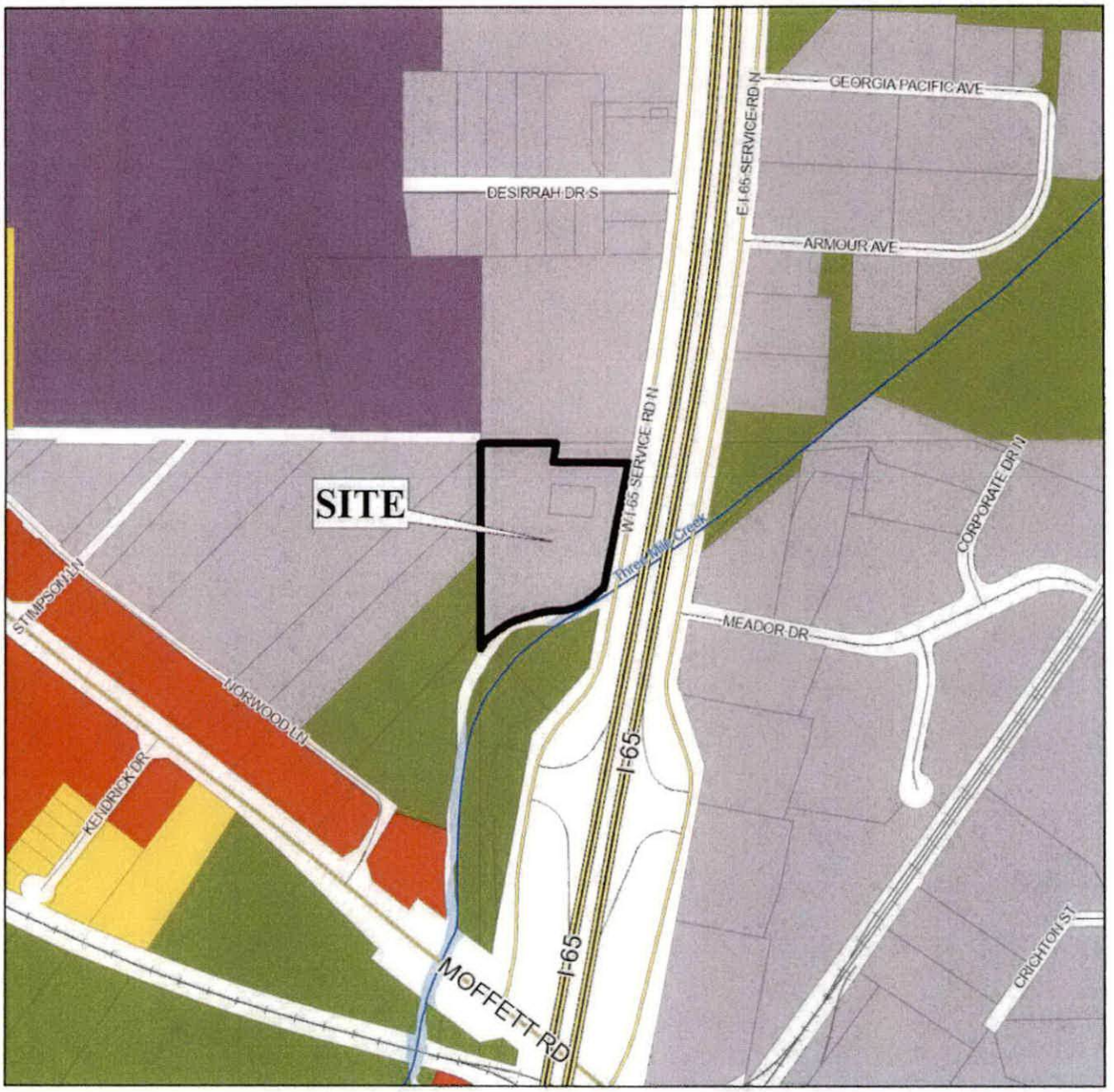
APPLICANT Harris Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE February 22, 2024

APPLICANT Harris Subdivision

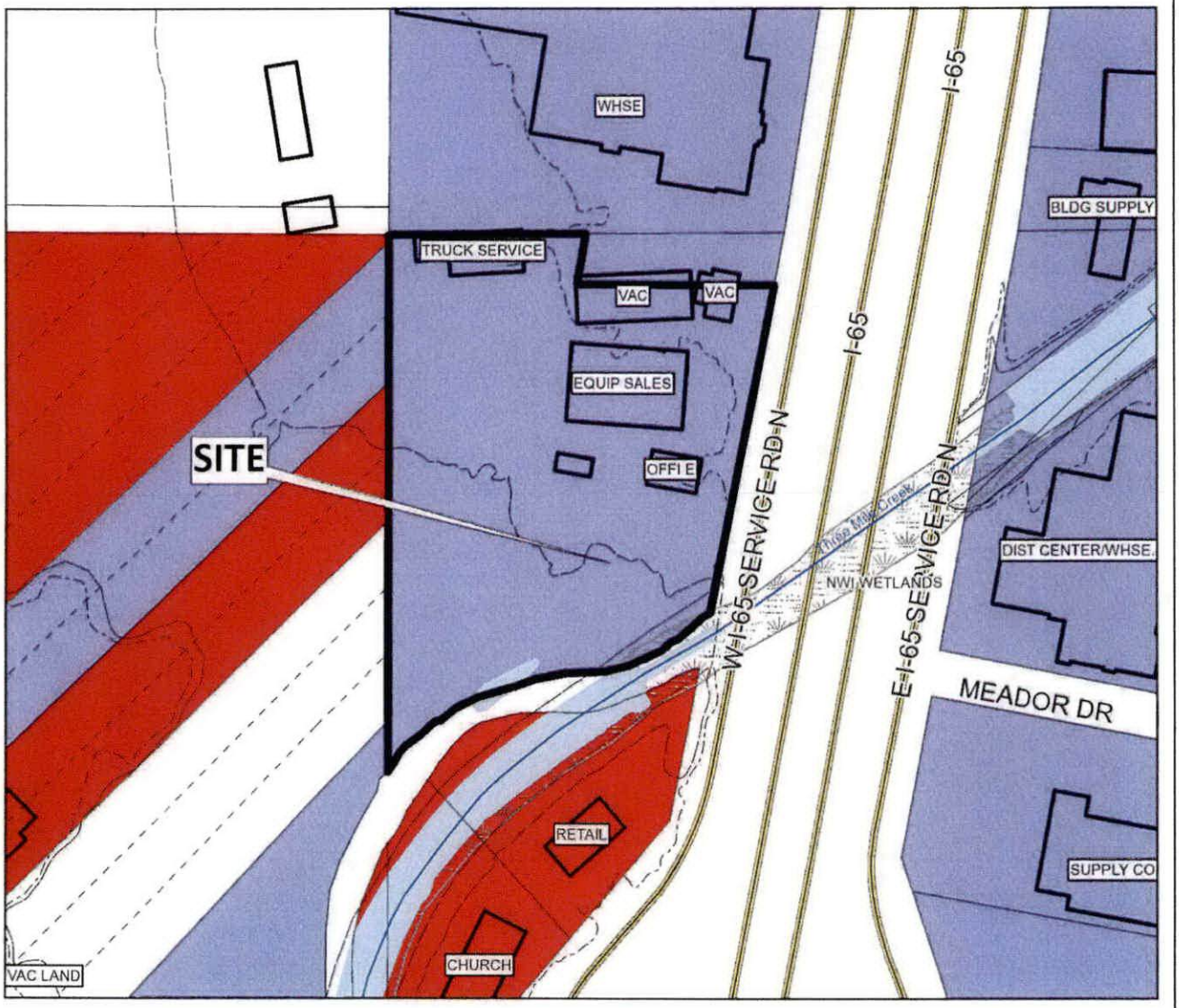
REQUEST Subdivision, PUD Modification

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

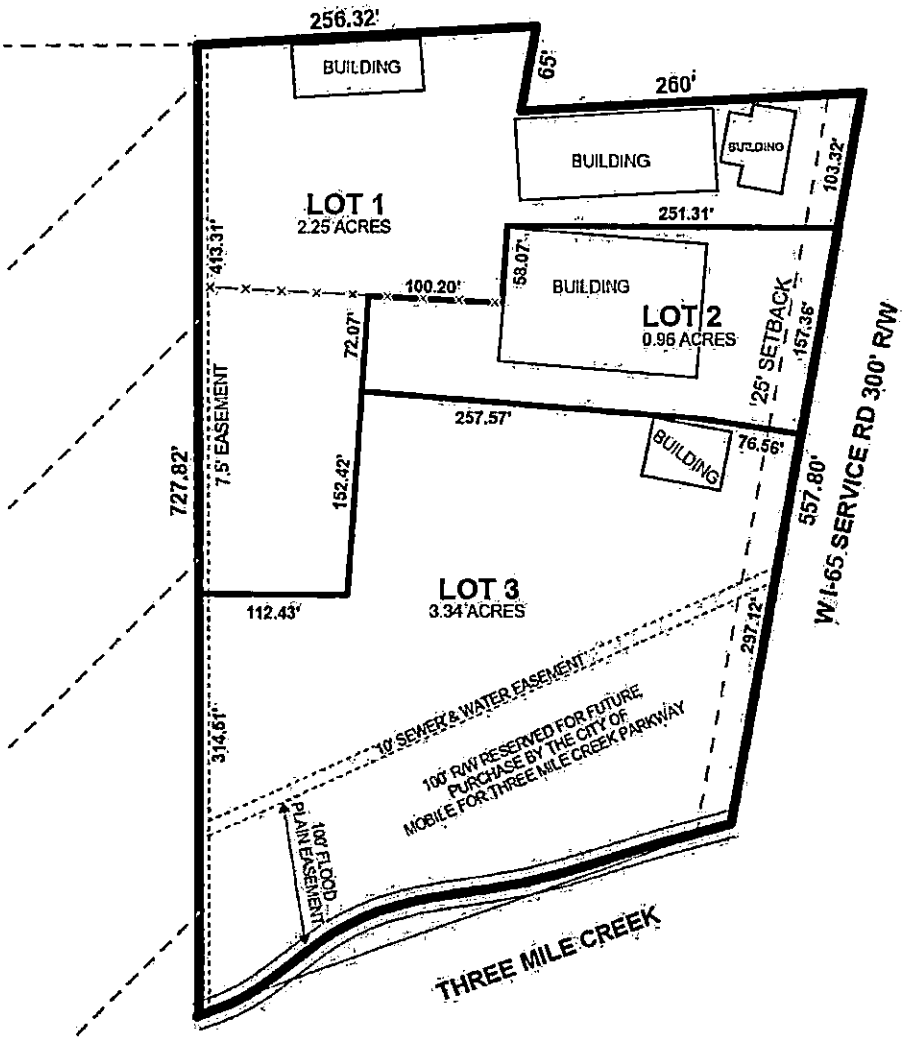
REQUEST Subdivision, PUD Modification

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	

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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

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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:6/4/2024

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:

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;
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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;
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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.

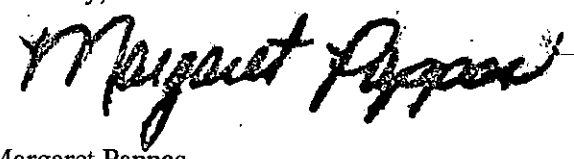
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

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;
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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

---

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

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

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
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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**

<< 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

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
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

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

NEW COUNTY MAP

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

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

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

SALES INFORMATION

SALES HISTORY:

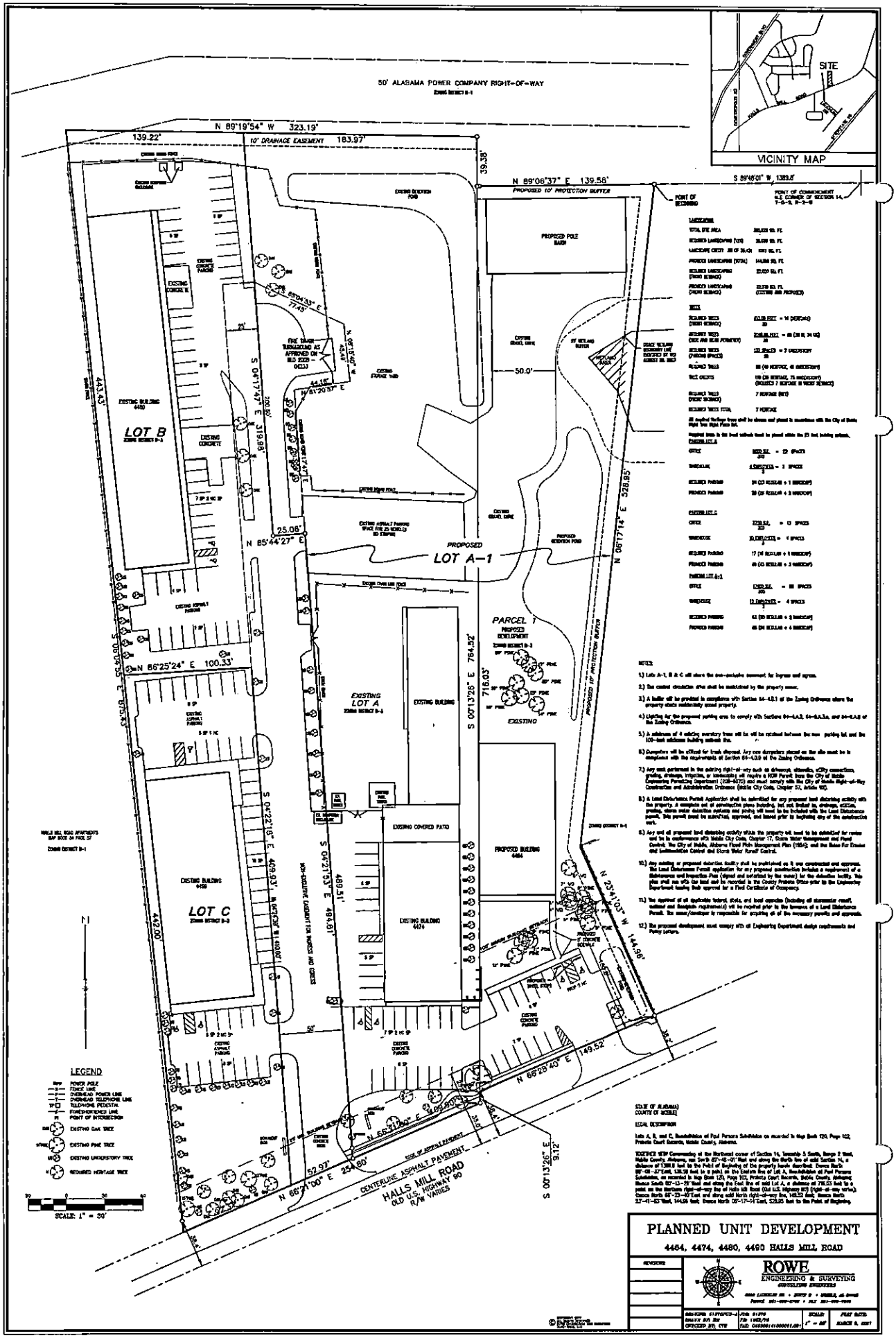
Sale Date	Price	Deed	Grantor	Grantee
5/15/2020	$155,000	2020029365	HART LAURIE W	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC
10/18/2006	$80,000	QD6064-1793		
8/31/1997	$75,000	WD4492-1884		
6/4/1997	$50,000	4492-1881		
5/7/1997	$10	WD4464-952		
2/1/1956	$0	668-579		

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


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
LOT C
PROPOSED LOT A-1
EXISTING LOT A
PARCEL 1
PROPOSED DEVELOPMENT
EXISTING BUILDING 4480
EXISTING BUILDING 4474
PROPOSED BUILDING 4464
EXISTING COVERED PATIO
PROPOSED POLE BARN
EXISTING GRAVEL DRIVE
EXISTING STORAGE YARD
EXISTING GRAND DRIVE
PROPOSED DETENTION POND
EXISTING ASPHALT PAVING
EXISTING CONCRETE PARKING
EXISTING CONCRETE
EXISTING ASPHALT PARKING
EXISTING DUMPSTER PAD
EXISTING DRIVE
EXISTING
PROPOSED
N 06°17'14" E 526.85'
S 00°13'25" E 764.52'
716.03'
N 85°44'27" E
25.06'
N 86°25'24" E 100.33'
S 04°17'47" E 319.98'
S 04°22'15" E 469.03'
S 04°21'53" E 489.51'
N 25°41'05" W 144.96'
N 66°25'40" E 149.52'
N 66°21'00" E 254.60'
S 00°13'26" E 9.12'
443.43'
442.00'
50.0'
LEGEND
EXISTING OAK TREE
EXISTING PINE TREE
EXISTING UNDERSTORY TREE
REQUIRED HERITAGE TREE
SCALE: 1" = 30'
NOTES:
1) Lots A-1, B & C will 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 retained between the new parking lot and the 108-bed childcare building across the...
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 landscaping will require a ROW Permit from the City of Mobile, Engineering Permitting Department (208-4070) 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.
TOGETHER WITH Commencing at the Northeast corner of Section 14, Township 5 South, Range 2 West, Mobile County, Alabama; run South 89°-45'-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, 139.56 feet to a point on the Eastern line of Lot A, Subdivision of Paul Parsons Subdivision, as recorded in Map Book 120, Page 102, Probate Court Records, Mobile County, Alabama; thence South 00°-13'-26" East 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°-25'-40" East and along said North right-of-way line, 149.52 feet; thence North 23°-41'-05" West, 144.96 feet; thence North 06°-17'-14" East, 526.85 feet to the Point of Beginning.
PLANNED UNIT DEVELOPMENT
4464, 4474, 4480, 4490 HALLS MILL ROAD
REVISIONS
ROWE
ENGINEERING & SURVEYING
CIVIL ENGINEERS
SCALE: 1" = 30'
PLAT DATE: MARCH 6, 2007

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.

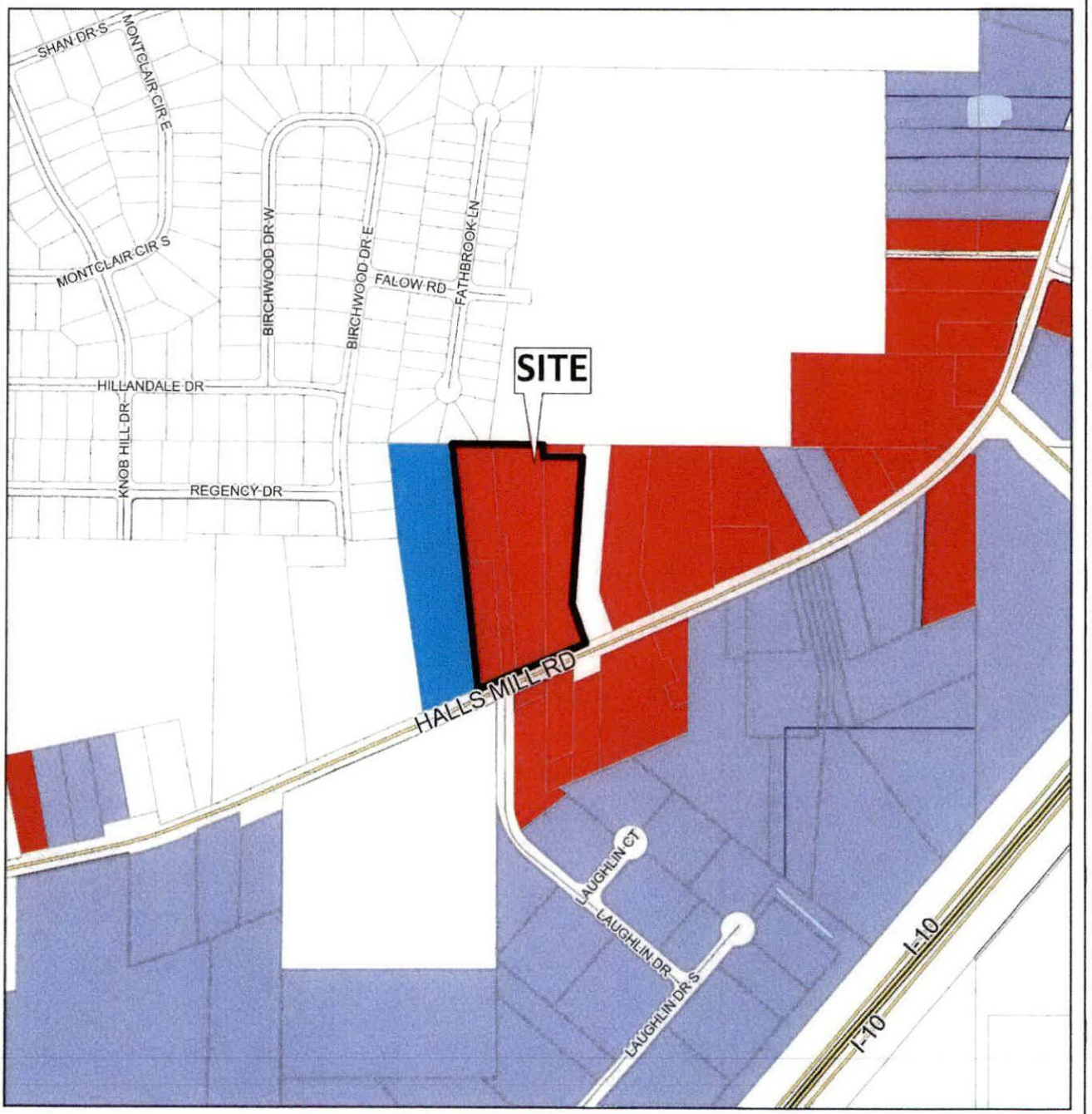
Considerations:

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

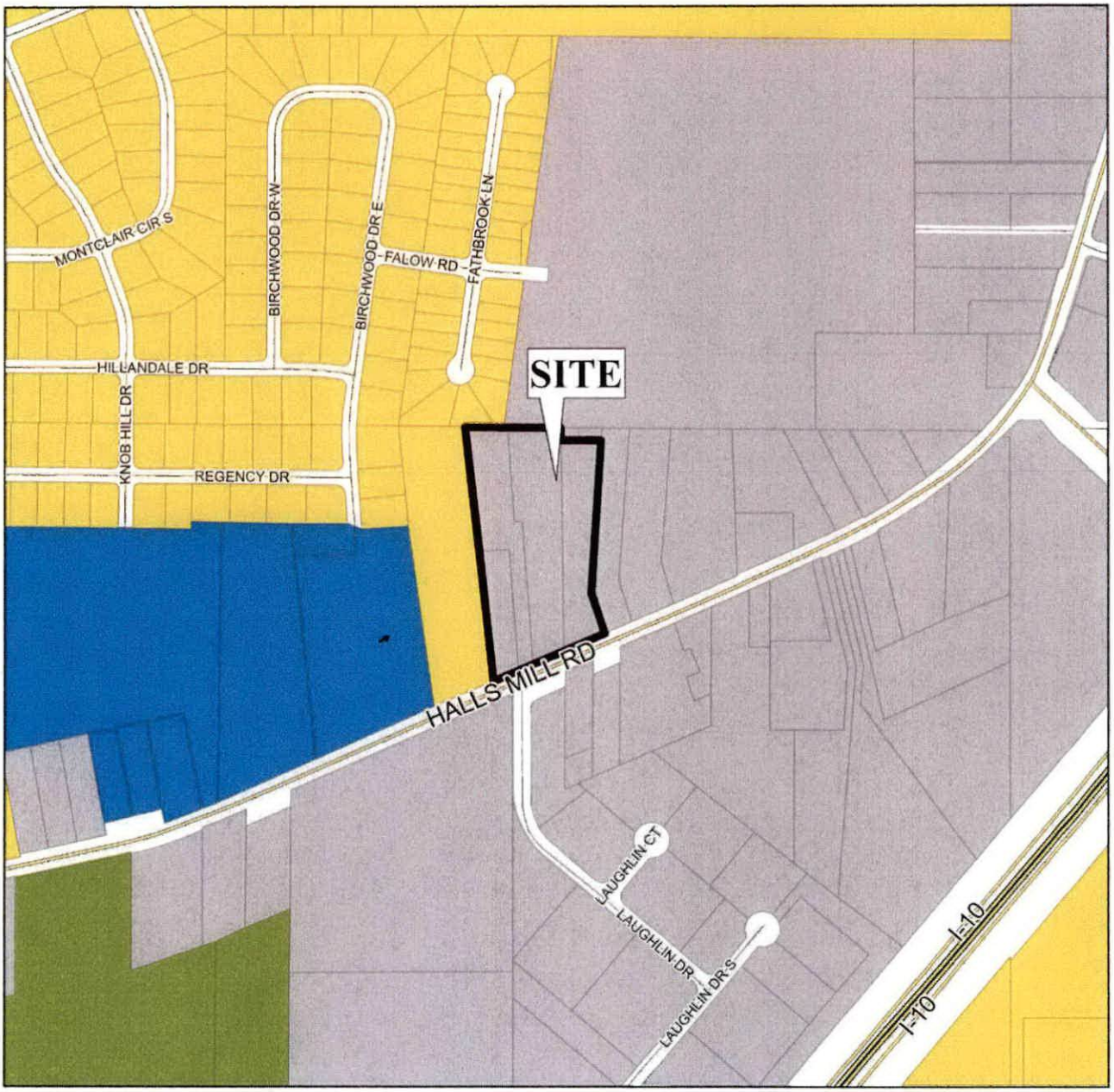
APPLICANT First Addition to, Resubdivision of, Paul Persons Subdivision

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

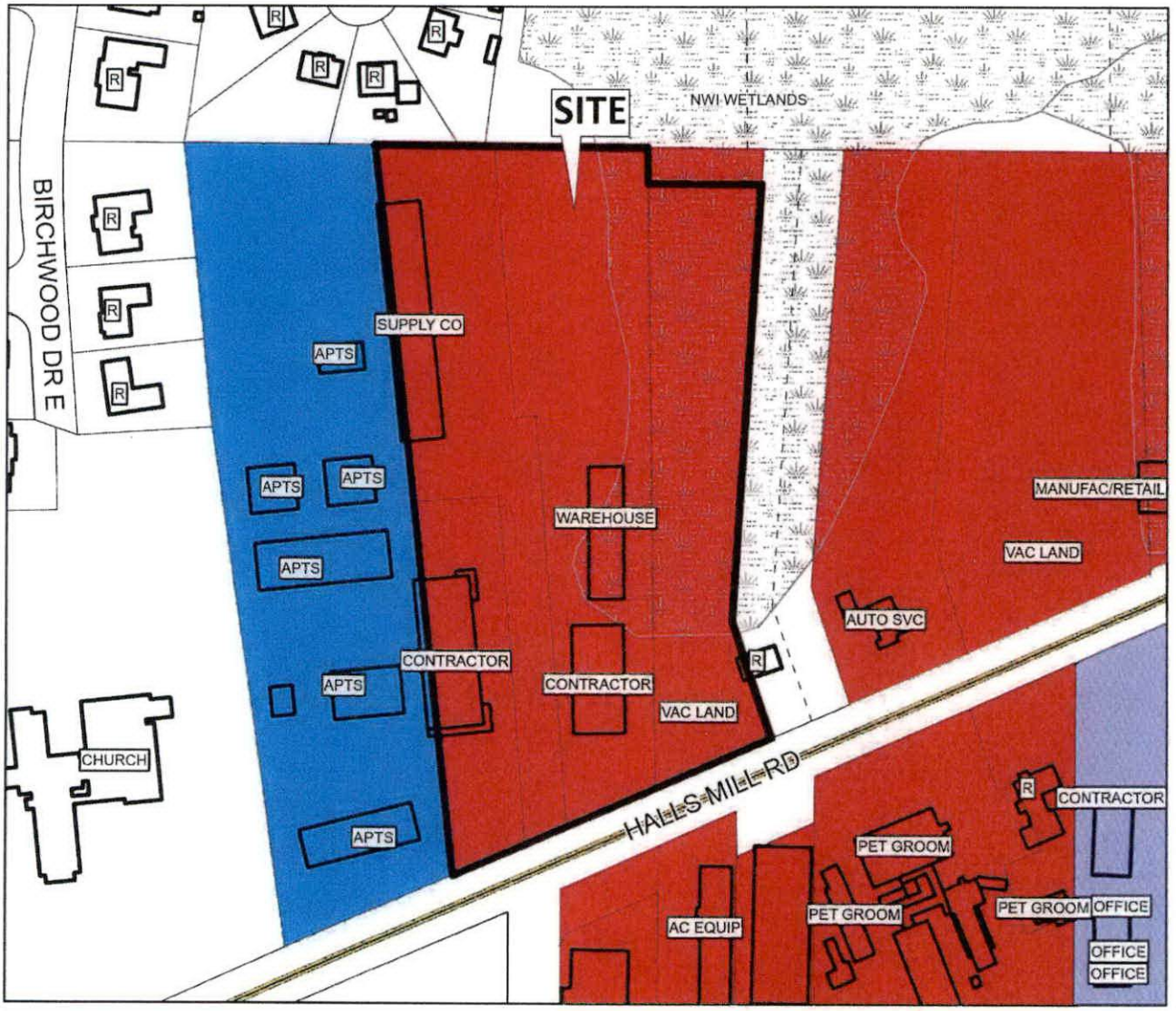
REQUEST Subdivision, PUD Modification

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



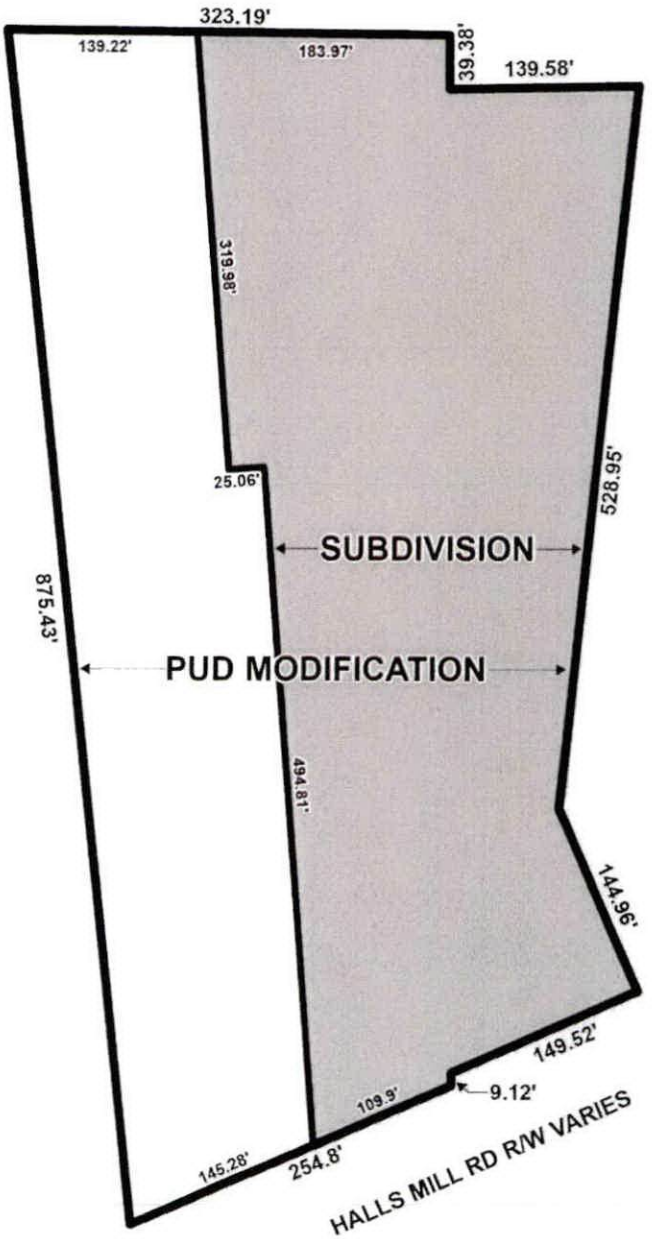
The site plan illustrates the proposed subdivision, proposed buildings, proposed parking, existing buildings, existing parking, and reduced landscaping.

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 9 DATE February 22, 2024

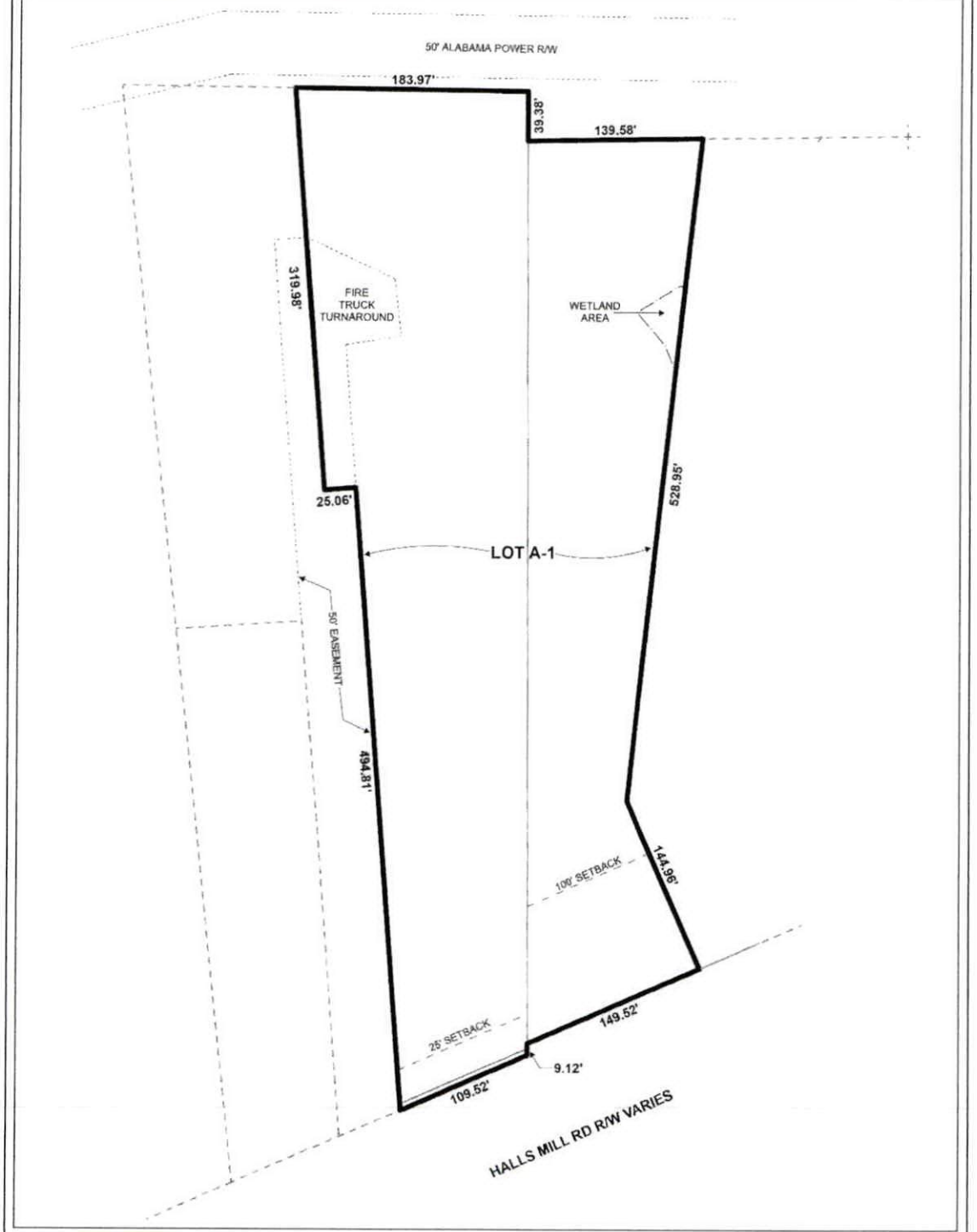
APPLICANT First Addition to, Resubdivision of, Paul Persons Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

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:6/4/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/30/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/30/2024 - 2:01 PM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor Class I License
Submitted by:	509 Live LLP
Location:	509 Live 270 Dauphin Street Mobile, AL 36602

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
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
05/22/2024	TRANSFER - OWNERSHIP	2024 - 5659	129029	2	June 4, 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)
010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name
509 LIVE LLP

Trade Name (DBA)
509 LIVE

Location Address
270 DAUPHIN STREET

City, State, Zip Code
MOBILE AL 36602

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
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010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name
509 LIVE LLP

Trade Name (DBA)
509 LIVE

Location Address
270 DAUPHIN STREET

City, State, Zip Code
MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/22/2024	TRANSFER - OWNERSHIP	2024 - 5659	129029	2	June 4, 2024

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
010 - LOUNGE RETAIL LIQUOR CLASS I	

Business Information

Legal Business Name	Trade Name (DBA)
509 LIVE LLP	509 LIVE

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLP - LIMITED LIABILITY PARTNERSHIP	10/27/2023	001-105-743	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
93-4137321	R011974785		

Physical Address (Street Address, Suite #)	City	State	Zip Code
270 DAUPHIN STREET	MOBILE	AL	36602

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
LOUNGE/BAR	N/A

Contact Person Information

Name	Title	POA	Phone	Email
LARRY O SCOTT II	MEMBER	NO		509LIVE@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
LIT CIGAR LOUNGE INC	LURE

ABC License Type	License Number	Any ABC Pending Actions
010 - LOUNGE RETAIL LIQUOR - CLASS I	011256249	NO

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
DAVID NAMAN	(251) 490-8504	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
204 DAUPHIN STREET	MOBILE	AL	36602

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
5,000	557	YES	NO	TWO STORY	PARTIAL - ATTACHED

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 

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)	
SCOTT IV, LARRY OLANDA	MEMBER		
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 violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
YES	OBSTRUCTED WINDSHIELD	MOBILE POLICE DEPT	02/26/2014	PAID TICKET
	DAMAGE PROPERTY - CRIMINAL MISCHIEF - 2ND DEGREE	MOBILE POLICE DEPT	12/28/2021	NOLLE PROSS

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)
YES	LIT CIGAR LOUNGE INC	LIT CIGAR LOUNGE	258 DAUPHIN STREET MOBILE 36602

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
PRIMUS, KIRKLYN DWAYNE	MEMBER		
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 violation(s) 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			

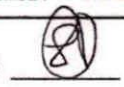
Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

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 

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned 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.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City 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.

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.

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.

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
Larry Scott	5/22/24
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
Larry D Scott	President

Sworn to and subscribed before me this 22 day of May 20 24

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19, 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

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:

509 LIVE LLP dba **509 LIVE**

has made application to the City Council of the City of Mobile for a

010 - LOUNGE RETAIL LIQUOR CLASS I

for the premises located at **270 DAUPHIN STREET** , 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 4, 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.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE

REVENUE DEPARTMENT

May 13, 2024

509 LIVE

270 DAUPHIN STREET

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 129029 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1793208	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

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

05/22/2024 04:39PM SHAWN S.
040426-0001

BUSINESS LICENSE
509 LIVE LLP
129029
2024 Item: 1793208
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal	**$50.00**
Total	**$50.00**
CASH	$50.00
Change due	**$0.00**

Paid by: 509 LIVE LLP



Comments: ABC APP FILING FEE

Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20240520144706326

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
LIT CIGAR LOUNGE INC
Address: 270 DAUPHIN ST
MOBILE, AL 36602
Telephone:

NEW APPLICANT:
509 LIVE LLP
Address:

Telephone:

Current License No: 010-011256249

LICENSED PREMISES ADDRESS: 270 DAUPHIN ST MOBILE, AL 36602

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 20 day of May, 2024.

CURRENT LICENSEE (NAMED ON LICENSE)

Larry Scott
Print Name:
Title: President

NEW LICENSEE (APPLICANT)

Larry Scott
Print Name:
Title: President

WITNESS: (By ABC Enforcement) Sandy Dunham

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240520144706326

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I **State:** **County:**

Type License: **State:** **County:**

Trade Name: 509 LIVE **Filing Fee:**

Applicant: 509 LIVE LLP **Transfer Fee:** $50.00

Location Address: 270 DAUPHIN ST MOBILE, AL 36602

Mailing Address:

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLP

Book, Page, or Document info: 001-105-743

Do you sell Draft Beer?:

Date Incorporated: 10/27/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 10/27/2023

Federal Tax ID: 93-4137321 **Alabama State Sales Tax ID:** R011974785

Name:	Title:	Date and Place of Birth:	Residence Address:
LARRY OLANDA SCOTT II	PARTNER		
[redacted] PRIMUS	PARTNER		

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: LARRY SCOTT
Business Phone: [redacted]
Fax:

Home Phone:
Cell Phone:
E-mail: 509LIVE@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: LURE
Applicant: LIT CIGAR LOUNGE INC

Previous License Number(s)
License 1: 010-011256249
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240520144706326

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: DAVID NAMAN 251-490-5804
What is lessors primary business? PROPERTY RENTALS
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 5000 Display Square Footage:
Building seating capacity: 557 Does Licensed premises include a patio area? NO
License Structure: TWO 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)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
LARRY SCOTT	02/26/2014 OBSTRUCTED WINDSHEILD	MOBILE POLICE DEPARTMENT	PAID TICKET
LARRY SCOTT	12/28/2021 DAMAGE PROPERTY CRIMINAL MISCHIEF 2ND DEGREE	MOBILE POLICE DEPARTMENT	NOLLE PROSS
LARRY SCOTT	12/12/1997 RECEIVING STOLEN PROPERTY	MOBILE POLICE DEPARTMENT	MISDEANOR 1 YEAR PROBATION

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240520144706326

Initial each — **Signature page**

	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	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.
XX	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.
	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
	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.
	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.
	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): Lolly Scott

Signature of Applicant:

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

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: 20240520144706326

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

License Covers: TOP AND BOTTOM FLOOR

STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

MONTGOMERY, ALABAMA

2023-2024

LICENSE EXPIRES SEPTEMBER 30, 2024
RENEW LICENSE(S) BEFORE AUGUST 1, 2024

Confirmation Number: 20230912000014352

Renewal Period: June 1, 2024 Through July 31, 2024

License Number: 011256249

County:	MOBILE	Tobacco Business Type:	47	Vending Machines:	0
Effective Date:	10/01/2023	Printed Date:	09/12/2023		
Trade Name:	**LURE**				
Licensee:	**LIT CIGAR LOUNGE INC**				
Location:	**270 DAUPHIN STREET**				
	MOBILE		**AL**	**36602**	
Mailing Address			**AL**		

010 LOUNGE RETAIL LIQUOR - CLASS I

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

106806

Curtis E Stewart

ADMINISTRATOR

ALABAMA LAW ENFORCEMENT AGENCY
201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

February 23, 2024

Dear Mr. Primus,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxx
TCN
NAME:PRIMUS.KIRKLYN DWAYNE
SOC
ABI RESULT:IDENT
SID

CERTIFIED COPY OF ALEA DOCUMENT

02-23-2024 12:44
*ATN/TCN
*OPR/AFIS
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID
*-CIVIL APPLICANT RESPONSE- REPORT DATE: 02-23-2024
*NAME STATE ID NO. FBI ID NO.
*PRIMUS,KIRKLYN DWAYNE
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB
*M B 511 160 BRO BRO DC
*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION
****
*LAST PAGE ON SID

SEQ # 710 MRI #

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY PARTNERSHIP (LLP)
AMENDMENT TO STATEMENT OF LIMITED LIABILITY PARTNERSHIP

PURPOSE: In order to amend a Statement of Limited Liability Partnership to reflect changes to the Partnership under Section 10A-8A-10.01 of the *Code of Alabama 1975*, this Amendment along with any necessary attachments and the appropriate filing fees must be filed with the Office of the Secretary of State.

INSTRUCTIONS: Mail 2 copies of this completed form along with a self-addressed, stamped envelope to: Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103.

*Include a check, money order, or credit card payment for the $100.00 processing fee.

*The request is only accepted via mail or courier and will not be accepted via email.

*You may file the amendment online in the time it takes to type this request.

*Your filing will not be indexed if the credit/debit card does not authorize and will be removed from the index if the check is dishonored ($30 fee).

This form must be typed and will not be accepted via email.

1. Alabama Entity ID Number (Format: 000-000-000): 001 - 105 - 743 TO OBTAIN ID NUMBER, go to our website at www.sos.alabama.gov, click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. This step is strongly recommended.

2. The current recorded name of the Limited Liability Partnership:

   509 Live LLP

3. Statement of LLP was filed on (MM/DD/YYYY): 10/ 27 /2023

4. List any previous amendments filed (identify amendment and give the date on which it was filed – 10A-1-3.13):

   added Larry Scott on 2/7/2024

   added Ismael Isaac and Daniel Jerome on 10/31/02023

   May state see attached and attach a listing of Amendments.

5. Specify the information to be amended from the original Statement of LLP (specify attachment if necessary):

   Remove Ismael Iscar and Daniel Jerome

   Add Kirklyn Primus

(For SOS Use Only)

This form was prepared by: (type name and full address)

Larry Scott
6501 Canebrake Rd
Mobile Al 36695

RECEIVED DATE
MAR 01 2024
SECRETARY OF STATE
OF ALABAMA

Alabama
Sec. Of State

Entity Change
001-105-743 DEP
Date 3/01/2024
Time 11:35
240301 2 Pg

File $100.00
County .00
Total $100.00
04/005

DOMESTIC LIMITED LIABILITY PARTNERSHIP (LLP) AMENDMENT

6. New information to replace information which has changed since the Statement of LLP (specify attachment if necessary):

If the amendment involves a name change, a copy of the Name Reservation Certificate issued by the Alabama Secretary of State must be attached.

Lany Scott- partner

Kirklyn Primus- partner

7. This amendment has been approved in a manner required by the *Code of Alabama 1975*, Title 10A, and the governing documents of the entity.

02 / 29 / 2024
Date (MM/DD/YYYY)

Lany Scott
Typed name of Partner signing document

Signature of Partner

/ /
Date (MM/DD/YYYY)

Typed name of Partner signing document

Signature of Partner

/ /
Date (MM/DD/YYYY)

Typed name of Partner signing document

Signature of Partner

May attach additional signatures.

List of Current Members

The following individuals are the only members of: 509 Live, LLP

NAME: Lamy Scott TITLE: member

NAME: Kirilyn Primus TITLE: member

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

Lamy Scott
PRINTED NAME OF MEMBER

Lamy D Scott
SIGNATURE OF MEMBER

3/18/24
DATE

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 509 Live LLP, as received and filed in the Office of the Secretary of State on 10/27/2023.

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.

03/17/2024

Date

Wes Allen — Secretary of State

20240317000001022

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY PARTNERSHIP (LLP)
STATEMENT OF LIMITED LIABILITY PARTNERSHIP

PURPOSE: In order to form a limited liability partnership under Sections 10A-1-3.05 and 10A-8A-10.01 of the Code of Alabama 1975, this Statement of Limited Liability Partnership and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. **The name of the limited liability partnership (must contain the words "Limited Liability Partnership" or the abbreviation "L.L.P." or "LLP," and comply with *Code of Alabama*, Section 10A-1-5.07):**

   509 Live LLP

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. **Street (No PO Boxes) address of principal office of the limited liability partnership:**

   3701 Carlyle Close Apt 1077 mobile, AL 36609

   Mailing address of principal office (if different from street address):

4. **The name of the Registered Agent (only one agent):** Ismael Iscar

   Street (No PO Boxes) address of Registered Office (must be located in Alabama):

   3701 Carlyle Close Apt 1077 mobile, AL 36609

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of Registered Office (if different from street address):

(For SOS Office Use Only)

Alabama
Sec. Of State

001-105-743 D2P

Date	10/27/2023
Time	15:01:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC STATEMENT OF LIMITED LIABILITY PARTNERSHIP (LLP)

5. Purpose for which the limited liability partnership was formed: new business

6. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

7. The name(s) of the Organizer(s):

   Street (No PO Boxes) address of Organizer(s):

   Mailing address of Organizer(s) – (if different from street address):

   The name(s) of the Organizer(s):

   Street (No PO Boxes) address of Organizer(s):

   Mailing address of Organizer(s) – (if different from street address):

   The name(s) of the Organizer(s):

   Street (No PO Boxes) address of Organizer(s):

   Mailing address of Organizer(s) – (if different from street address):

   The name(s) of the Organizer(s):

   Street (No PO Boxes) address of Organizer(s):

   Mailing address of Organizer(s) – (if different from street address):

DOMESTIC STATEMENT OF LIMITED LIABILITY PARTNERSHIP (LLP)

The name(s) of the Organizer(s): _____

Street (No PO Boxes) address of Organizer(s): _____

_____

Mailing address of Organizer(s) – (if different from street address): _____

_____

8. The partnership is formed as a limited liability partnership.

9. The statement of limited liability partnership is effective immediately on the date the statement is filed with the Office of the Secretary of State or at the later date specified in this filing.

The undersigned specify 10 / 27 / 2023 as the effective date (must be later than the date filed in the office of the Secretary of State).

☐ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the limited liability partnership.

*County of Registered Agent is requested in order to determine distribution of County filing fees

10 / 27 / 2023
Date (MM/DD/YYYY)

Ismael Iscar
Signature as required by 10A-8A-10.01

Director
Title

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

509 Live LLP

This name reservation is for the exclusive use of Ismael Iscar, 3701 Carlyle Close Apt 1077, mobile, AL 36609 for a period of one year beginning October 27, 2023 and expiring October 27, 2024

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

October 27, 2023

Date

Wes Allen **Secretary of State**

RES122084

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-27-2023

Employer Identification Number:
93-4137321

Form: SS-4

Number of this notice: CP 575 A

509 LIVE
ISMAEL ISCAR MBR
3701 CARLYLE CLOSE APT 1077
MOBILE, AL 36609

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4137321. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2024
Form 943	01/31/2024
Form 1065	03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

509 LIVE LLP
270 DAUPHIN ST
MOBILE, AL 36602-2720

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011974785	02/1/2024	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.

NAICS CODE: 722410

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Deputy Commissioner

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

LR7536 @ 954

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by David Naman

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 19 day of March 2024

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Whitney Walden		2/28/25

Notary Stamp

WHITNEY WALDEN
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 02/28/28

	Owner of Property (Print Name)	Applicant Name (Print Name)
	David Naman	Lacy Scott
Owner of Property (Signature)	204 Dauphin St.	270 Dauphin St.
Street Address	204 Dauphin St.	270 Dauphin St.
City, State, Zip	Mobile AL 36602	Mobile AL 36602
Date Agreement Signed	3/19/24	3/19/24

My Place

Information for address:
270 DAUPHIN ST

- **Parcel Information:**

Key / ID:
00736528 / R022906400002255.000
Owner:
Naman David J
350 E Durham Dr

Mobile, Al 36606

Subdivision:
None

- **Jurisdiction:**
City of Mobile

- **Historic District:**
Lower Dauphin Street

- **Neighborhood Renewal District:**

- **Revenue District:**
2

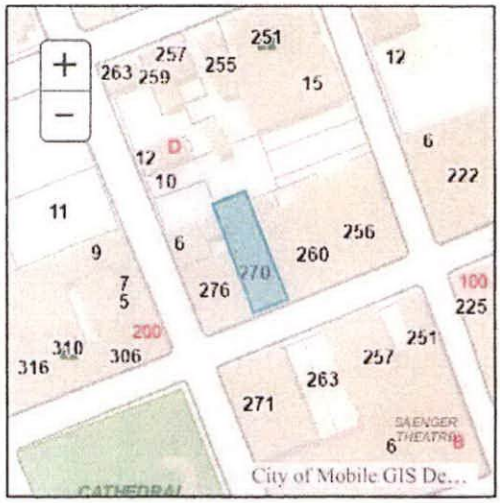
- **Township/Range/Section:**
4s1w14

- **Tract Census 2010:**
000200

- **Zipcode:**
Mobile

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1797327.744
Y: 251771.029

- **Zoning:**
Check zoning on Planning & Zoning



Services:

- **Fire District:**
Fire Central Station 3

- **Garbage Pickup Day:**
Commercial Mon, Thu, Sat -Residential - Tuesday - Route Loop

- **Police Precinct / Beat:**
Precinct - 5 / Beat - 50

- **Trash Pickup Day/ Unit:**
Monday North - biweekly / Td-10

- **Community Action Group:**
N/A

Political:

- **City Council District:**
2 - William Carroll

- **County Commissioner District:** 1

- **State House District:** 97

- **State Senate District:** 33

School:

- **Elementary School District:**
Howard

- **High School District:**
B C Rain

- **Middle School District:**
Calloway Smith

- **School Board District:** 4

Flooding Information:

- **Flood Zone:**
Check flood zone on City Map

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

TextMyGov

In This Section

Mapping

Mobile County Property Search

Key Number: 736528 For Year 2023

Map



Property Details

Account

Key Number:	736528
Legal Description:	COMT AT NE COR OF DAUPHIN ST & JACKSON ST RUN ELY ALG R/W/L OF DAUPHIN ST 35 FT TO PT TH WITH INT ANG OF 90 DEG 39 MIN 30 SEC RUN NLY ALG E FACE OF THEATRE BLDG WALL 140.7 FT TO PT TH WITH INT ANG OF 90 DEG 00 MIN RUN SLY 141.09 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 002
Parcel Number:	2906400002255XXX
Type:	Real
Property Class:	3

Location

Address:	270 DAUPHIN ST MOBILE, AL

Owner

Name:	NAMAN DAVID J
Mailing Address:	350 E DURHAM DR MOBILE , AL 36606
Exemptions:	For privacy reasons not all exemptions are shown online.

Commercial Lease

This Commercial Lease ("Lease") is dated as of March 13, 2024, by and between David Naman ("Landlord") and 509 Live LLP ("Tenant"). The parties agree as follows:

Premises. The Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant 5000 sq ft at 270 Dauphin St ("Premises") located at 270 Dauphin St, Mobile, Alabama 36602.

Term. The lease term will begin on April 01, 2024 and will terminate on April 30, 2026.

Lease Payments. The Tenant shall pay to the Landlord monthly installments of $8,500.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 204 Dauphin St, Mobile, Alabama 36602. The payment address may be changed from time to time by the Landlord.

Possession. The Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord on the last day of the term of this Lease unless otherwise agreed by both parties in writing. At the expiration of the term, the Tenant shall remove their goods and effects and peaceably yield up the Premises to the Landlord in as good a condition as when delivered to the Tenant, ordinary wear and tear excepted.

Use of Premises. The Tenant may use the Premises only for Nightclub. The Premises may be used for any other purpose only with the prior written consent of the Landlord, which shall not be unreasonably withheld. The Tenant shall notify the Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

Exclusivity. The Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described) or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenant's primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

Property Insurance. The Tenant shall maintain casualty insurance on the Premises in an amount not less than 100 percent of the full replacement value. The Landlord shall be named as an additional insured in such policies. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. The Tenant shall also maintain any other insurance which the Landlord may reasonably require for the protection of the Landlord's interest in the Premises. The Tenant is responsible for maintaining casualty insurance on its own property.

Liability Insurance. The Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least $0.00. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

Renewal Terms. This Lease shall automatically renew for an additional period of April 2026 per renewal term unless either party gives written notice of termination no later than 30 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

Taxes. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

(a) Real Estate Taxes. The Landlord shall pay all real estate taxes and assessments for the Premises.

(b) Personal Taxes. The Landlord shall pay all personal taxes and any other charges that may be levied against the Premises and which are attributable to the Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

Termination Upon Sale of Premises. Notwithstanding any other provision of this Lease, the Landlord may terminate this lease upon 30 days' written notice to the Tenant that the Premises have been sold.

Defaults. The Tenant shall be in default of this Lease if the Tenant fails to fulfill any lease obligation or term by which the Tenant is bound. Subject to any governing provisions of law to the contrary, if the Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by the Landlord to the Tenant, the Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing the Landlord's rights to damages. In the alternative, the Landlord may elect to cure any default, and the cost of such action shall be added to the Tenant's financial obligations under this Lease. The Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Landlord by reason of the Tenant's defaults. All sums of money or charges required to be paid by the Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Cumulative Rights. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

Non-Sufficient Funds. The Tenant shall be charged $40.00 for each check that is returned to the Landlord for lack of sufficient funds.

Notice. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

The Landlord:

David Naman
204 Dauphin St
Mobile, Alabama 36602

The Tenant:

509 Live LLP
270 Dauphin St
Mobile, Alabama 36602

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

Governing Law. This Lease shall be construed in accordance with the laws of Alabama.

Entire Agreement/Amendment. This Lease contains the entire agreement of the parties, and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the

subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

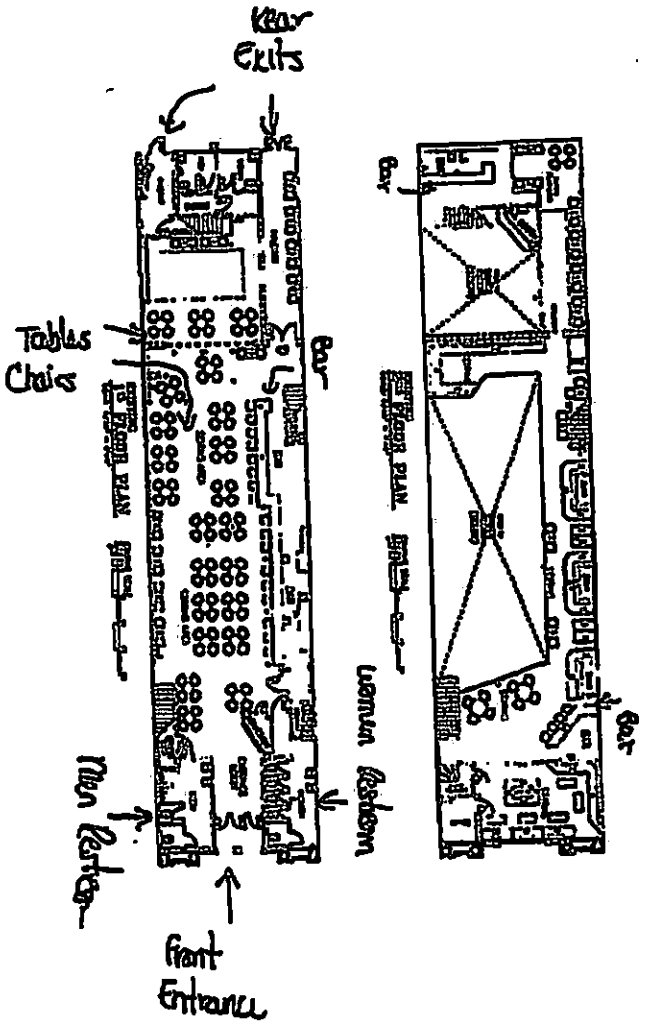
Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

The Landlord:

By: _____ Date: 3-14-2024
David Naman

The Tenant:
509 Live LLP

By: _____ Date: 3/14/2024
Larry Scott
owner



509 Live

270 Dauphin St, Mobile AL, 36602

~~Annual Fees~~ ~~02/06/24~~

3/11/24

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)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

509 LIVE LLP

Trade Name (DBA)

509 LIVE

Location Address

270 DAUPHIN STREET

Application Number

2024 - 5659

Notice Post Date @ Location

05/22/2024

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 4, 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.

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

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)
509 Live LLP	509 Live

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
270 Dauphin St	Mobile	AL	36602

Business Contact Person Information

Name	Title	Phone	Email
Larry Olanda Scott II	Partner		

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
5000	N/A	N/A	YES	T-5.2	Yes w/ NCS

Comments

Approved per previous approvals and with Legal Non-Conforming Status (NCS-2943-2024).

Print Name	Signature	Date
Payton Rogers	Digitally signed by Payton W. Rogers Location: Mobile, AL Contact Info: 251-208-5895 Date: 2024.05.08 08:31:24-05'00'	**05/08/2024**

RECEIVED MAY 08 2024 PLANNING & ZONING MOBILE, ALABAMA

Jackson St
Dauphin St
Hydr.
Bridal
Stark
Bats
Plains Bar
Pix Out
Downtown Millionaires
Riv Carbon
Dauphin St
509 Live
Bridgeland
Empirium
TP
Academics

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

May 8, 2024

Larry O. Scott
270 Dauphin St
Mobile, AL 36602

RE: **Non-Conforming Status**: Use of a bar with greater than 100 occupancy load.
Address / Parcel: 270 Dauphin Street / R022906400002255
Case: NCS-002943-2024

To Whom it May Concern:

Based upon information provided to staff and city business license records, the property located at 270 Dauphin Street may continue to be used as a bar/lounge with an occupancy load greater than 100 in a T-5.2, Mixed Use District of Medium Intensity. The use is a legal non-conforming use.

The non-conforming use of the property may continue, as long as the property is maintained, including utility service connections. Should the property become vacant for a period of two years or more, and if there is evidence of the abandonment of the use, the non-conforming use approval will expire. Additionally, if the occupancy load is increased from that which was present prior to the adoption of the Downtown Development District the legal non-conforming use approval will expire and additional approvals from the Planning Commission and/or City Council may become necessary.

Please be advised that the non-conforming information on file with Planning & Zoning should be updated after two years if, the property does not receive Special Exception approval or at any point after that, sale of the property is anticipated.

Sincerely,

Payton W. Rogers
Planner II
BUILDMOBILE

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-132917-2024
Issue Date: 05/08/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022906400002255.	270 Dauphin St	

Business Name	Issued To	Zoning Districts
509 LIVE	Name: LARRY SCOTT Company: Address: 270 Dauphin St Mobile, AL 36602 Phone: (251) 401-8316	T-5.2

This Zoning Classification Allows the property to be used for:

Bar/lounge with greater than 100 occupancy load

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Payton Rogers

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone:251.208.5895 Fax: 251.208.5896

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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License Type Applied for with AL ABC Board (***MUST*** match with ABC Board) - check ALL that apply

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☐ 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)
509 Live LLP	509 Live

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
270 Dauphin St	Mobile	AL	36602

Business Contact Person Information

Name	Title	Phone	Email
Larry Olanda Scott II	Partner		

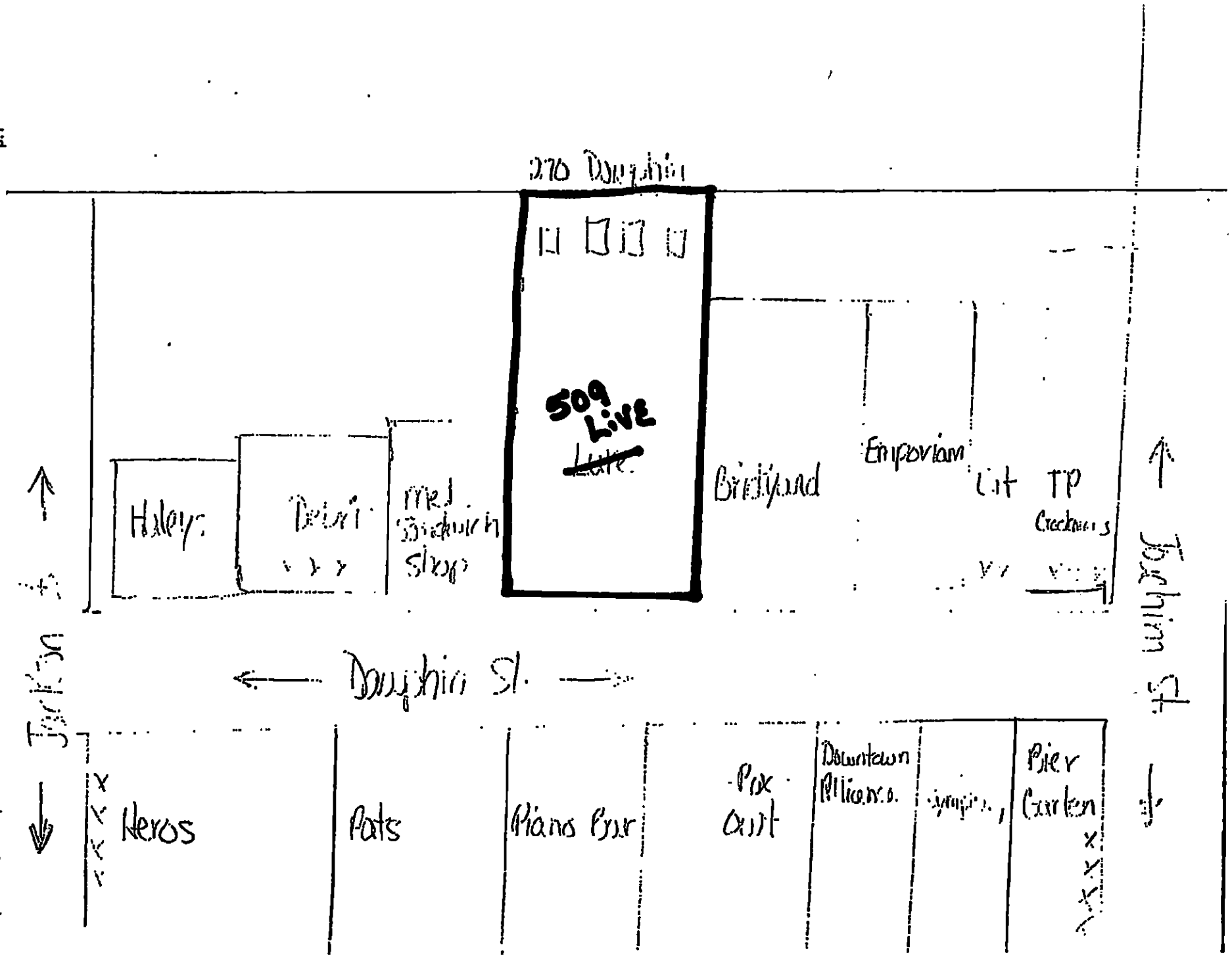
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
5000	N/A	N/A	YES	T-5.2	Yes w/ NCS

Comments

Approved per previous approvals and with Legal Non-Conforming Status (NCS-2943-2024).

Print Name	Signature	Date
Payton Rogers	Digitally signed by Payton W. Rogers Location: Mobile, AL Contact Info: 251-208-5895 Date: 2024.05.08 08:31:24-05'00'	**05/08/2024**


270 Dauphin
509 Live
Haley's
Bistro
Bridgeland
Emporium
Lit TP
Crackers
Dauphin St.
Parking
Heros
Pats
Piano Bar
Pix Quilt
Downtown Alliance
Pier Garden
Bourbon St.

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

May 8, 2024

Larry O. Scott
270 Dauphin St
Mobile, AL 36602

RE: **Non-Conforming Status**: Use of a bar with greater than 100 occupancy load.
Address / Parcel: 270 Dauphin Street / R022906400002255
Case: NCS-002943-2024

To Whom it May Concern:

Based upon information provided to staff and city business license records, the property located at 270 Dauphin Street may continue to be used as a bar/lounge with an occupancy load greater than 100 in a T-5.2, Mixed Use District of Medium Intensity. The use is a legal non-conforming use.

The non-conforming use of the property may continue, as long as the property is maintained, including utility service connections. Should the property become vacant for a period of two years or more, and if there is evidence of the abandonment of the use, the non-conforming use approval will expire. Additionally, if the occupancy load is increased from that which was present prior to the adoption of the Downtown Development District the legal non-conforming use approval will expire and additional approvals from the Planning Commission and/or City Council may become necessary.

Please be advised that the non-conforming information on file with Planning & Zoning should be updated after two years if, the property does not receive Special Exception approval or at any point after that, sale of the property is anticipated.

Sincerely,

Payton W. Rogers
Planner II
BUILDMOBILE

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/4/2024

Funding Source

Project # 3154 Riverside Drive - ME-155-23 **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 - 3154 Riverside Drive	Cover Memo	5/29/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/29/2024 - 12:33 PM
City Clerk	Gauthier, Lana	Approved	5/30/2024 - 3:10 PM

RESOLUTION

Sponsored by: C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **3154 RIVERSIDE DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8 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 **3154 RIVERSIDE DRIVE** described as:

LOT 3 BLK I RIVERSIDE SUB MBK 3 P 318 #SEC 40 T5S R1W #MP32 07 40 0 004

Parcel Number: 32 07 40 0 004 036

Last Assessed to: BUSBY CHARLES J

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

3154 RIVERSIDE DRIVE

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	11/28/2023	Comments	

Property Score			
Score	70	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-29-23

MUNICIPAL ENFORCEMENT DIVISION

May 28, 2024

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 4, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **3154 RIVERSIDE DRIVE.** OWNED BY OR MAY HAVE AN INTEREST: **BUSBY CHARLES J** 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: 32 07 40 0 004 036
COUNCIL DISTRICT 3 – C. J. SMALL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 03/28/2024

Property Address: 3154 Riverside Drive **District No:** 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


3154 RIVERSIDE DR
MAY 28 2024


MAY 28


MAY 28 2024


MAY 28 2024


MAR 28 2024


STAY
OUT
ITS NOT
YOURS
MAR 28 2024


MAR 28 2024

Affidavit of Mailed Notice

May 28, 2024

State of Alabama
County of Mobile

Subject Property – 3154 Riverside Drive.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **34** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Charles Joseph Busby & Kameron L. Williams
3154 Riverside Drive
Mobile, AL 36605

April 10, 2024

RE: **3154 Riverside Drive**
Project Number: ME-155-23

Dear Charles Joseph Busby & Kameron L. Williams:

On March 28, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 3154 Riverside Drive.

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

LOT 3 BLK I RIVERSIDE SUB MBK 3 P 318 #SEC 40 T5S R1W #MP32 07 40 0 004

Parcel Number: 32 07 40 0 004 036

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **May 25, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 25, 2024,** provide the Code Official with a work plan to accomplish the repairs by **May 25, 2024,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **May 25, 2024,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on June 4, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

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

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

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

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

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **3154 Riverside Drive** Date: February 21, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 7, 2023

Per the Title Report, the owner is: Kameron L. Williams as listed on title report – Heirs and next of kin of Charles J Busby, Jr. DOD 5/22/2018 (due to invalid quit claim deed 2019021754)

Note: Revenue Commission refused quite claim deed due to signature dated 4/11/2019 and owner died in 5/22/2018 – Genealogy could not locate obit for Charles J. Busby, Jr. – I did locate one son through LexisNexis. Charles J Busby. Due to issue with quit claim deed 2019021754, I listed Charles J. Busby, Jr.'s heirs.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Charles Joseph Busby & Kameron L. Williams 3154 Riverside Dr Mobile AL 36605	Revenue Commission location/subject address, also mailing address – Heir/son of Charles J. Busby Jr. – Phone numbers 251-301-3949, 817-232-2700 and 682-238-8339 good 2023
2	Charles Joseph Busby 1053 Anderson Ct Mobile AL 36606-2104	LexisNexis address good 1/2024
3	Charles Joseph Busby 2112 County Road 1107A Cleburne TX 76031-0821	LexisNexis address good 1/2019
4	Kameron L. Williams 19 W Moreni Ave Colorado Springs CO 80903-3919	Listed as owner per QCD 2019021754 – LexisNexis address good 11/2023 – Phone numbers 330-957-7623, 330-592-1013 and 330-322-0460
5	Kameron L. Williams 228 N Tejon St Apt 226 Colorado Springs CO 80903-1314	LexisNexis address good 11/2023

6	Kameron L. Williams 2406 W Vermijo Ave Colorado Springs CO 80904-6003	LexisNexis address good 11/2023
7	Kameron L. Williams 204 S 25th St Unit 6037 Colorado Springs CO 80934-1003	LexisNexis address good 3/2023
8	Kameron L. Williams 745 Popes Valley Dr Colorado Springs CO 80919-7938	LexisNexis address good 1/2023
9	Kameron L. Williams 3863 Delmonte Ct Mobile AL 36605-4551	LexisNexis address good 4/2021
10	Kameron L. Williams 1008 Highpoint Dr E Mobile AL 36693-3650	LexisNexis address good 4/2020
11	Kameron L. Williams 4112 Burma Rd Mobile AL 36693-4529	LexisNexis address good 8/2019
12	Kameron L. Williams 3221 Brown Rd Mobile AL 36605-4182	LexisNexis address good 8/2019 Also Revenue Commission website mailing address for 2019 Tax Year
13	Kameron L. Williams 561 Oak Drive Ct Mobile AL 36617-3873	LexisNexis address good 12/2020
14	Kirk J Patti 59 E Huntington Cir Dover DE 19904-9604	Nephew of Charles Busby, Jr. Son of Dorothy Patti LexisNexis address good 2/2024 Phone numbers 302-922-2871 and 302-674-2669 good 2024
15	Kerri J Patti Kennard 32076 Gordy Rd Laurel DE 19956-4541	Niece of Charles Busby, Jr Daughter of Dorothy Patti – LexisNexis address good 12/2023 Phone number 443-944-6301 good 2023

16 Kerri J Patti Kennard
11023 Joe Warrington Dr
Laurel DE 19956-4576

LexisNexis address good 12/2023

17 Kerri J Patti Kennard
22553 Capitola Rd
Tyaskin MD 21865-2028

LexisNexis address good 11/2019

18 Paula Compton
8010 Riverview Rd
Westover MD 21871-4340

Niece of Charles Busby, Jr. Daughter of Catherine Bartos – LexisNexis address good 1/2024
Phone number 937-746-2871 good 1/2016 (only phone number listed as current)

19 Paula Compton
2382 Trafalgar Dr
Biloxi MS 39531-2228

LexisNexis address good 11/2023

20 Paula Compton
2 William Ct
Emmitsburg MD 21727-9132

LexisNexis address good 7/2020

21 Phillip Bartos
3026 Walnut Ln Lot 1
Waldorf MD 20601-3307

Nephew of Charles Busby, Jr. Son of Catherine Bartos – LexisNexis address good 2/2024
Phone numbers 240-431-8506, 301-536-8232 and 301-374-6888 good 2024

22 Stephen Bartos
134 Apple Grove Ln
Littlestown PA 17340-1158

Nephew of Charles Busby, Jr. Son of Catherine Bartos – LexisNexis address good 10/2021 –
Phone number 240-429-9911 good 12/2023

23 Charles J Busby
1053 Anderson Ct
Mobile AL 36606-2101

Son of Charles Busby, Jr.
LexisNexis address good 1/2024
Phone number 682-238-8339 good 2023

TAX STATUS: 2019 and 2020 Tax Lien to Mary McAdams, 2021 Tax Lien to Joseph Henry Kennedy and 2022 Tax Lien to Chateau Lola's LLC – 2023 Not paid and will go to lien sale again in May 2024

24 Mary Elaine McAdams
4220 Walter Moore Rd
Chunchula AL 36521-3419

2019 & 2020 Tax Lien Holder per Revenue Commission website – LexisNexis address good 12/2023 – Phone numbers 251-654-9273, 251-652-8012 and 251-605-9542 good 2023

25 Mary Elaine McAdams
4920 Lambert Cemetery Rd
Citronelle AL 36522-5646

LexisNexis address good 2/2023

26 Mary Elaine McAdams
15761 Private Road 85
Chunchula AL 36521-3143

LexisNexis address good 6/2023

27 Chateau Lola's LLC
19245 Oak St
Citronelle AL 36522-2137

2022 Tax Lien holder per Revenue Commission website – LexisNexis address good 11/2023 – Phone number 251-273-0094 good 2023

28 Chateau Lola's LLC
c/o LaToya S Brinkley
8946 Dawes Oak Dr
Theodore AL 36582

Secretary of State of Alabama – registered agent
LexisNexis address good 1/2024 – Phone numbers 251-648-8440, 251-340-8496 and 251-473-4197 good 2023

29 Chateau Lola's LLC
c/o LaToya S Brinkley
1744 Donham Dr 1
Mobile AL 36618-3146

LexisNexis address good 2/2024

30 Joseph Henry Kennedy
11302 Old Saint Charles Rd
Bridgeton MO 63044-3143

2021 Tax Lien holder per Revenue Commission website – LexisNexis address good 12/2023 – Phone numbers 314-825-9284, 412-509-7444, 702-732-9168 and 251-422-5323 good 2023

31 Joseph Henry Kennedy
5313 Collins Ave Apt 1103
Miami Beach FL 33140-3273

LexisNexis address good 10/2023

32 Joseph Henry Kennedy
3614 Spencer St
Las Vegas NV 89169-3174

LexisNexis address good 8/2023

33 Joseph Henry Kennedy
330 Pitt St Apt 2
Pittsburgh PA 15221-3368

LexisNexis address good 1/2024

34 Joseph Henry Kennedy
155 Union Ave
Mobile AL 36607-2722

LexisNexis address good 9/2022

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Charles J Busby, filed 12/6/2023, recorded 2/5/2024, instrument number 2024005744

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember Gina Gregory - District 7

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/4/2024

Funding Source

Project # 7151 13th Street - ME-156-23 **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 - 7151 13th Street	Cover Memo	5/29/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/29/2024 - 12:31 PM
City Clerk	Gauthier, Lana	Approved	5/30/2024 - 3:11 PM

RESOLUTION

Sponsored by: Gina Gregory – District 7

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **7151 13TH STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **7151 13TH STREET** described as:

LOTS 47 & 48 BLK 26 MOBILE TERRACE DBK 156 NS P 540-542 #SEC 18 T4S R2W #MP28 04 18 1 002

Parcel Number: 28 04 18 1 002 030

Last Assessed to: WASHINGTGON JOSEPH SR C/O LATORYA MCCOVERY

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

May 28, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 4, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **7151 13TH STREET.** OWNED BY OR MAY HAVE AN INTEREST: **WASHINGTGON JOSEPH SR C/O LATORYA MCCOVERY** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 04 18 1 002 030
COUNCIL DISTRICT 7 – GINA GREGORY
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

7151 THIRTEENTH ST

Property Details

PARCEL KEYX	00494673	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	7
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

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

Property Score

SCORE	70	SCORE DESCRIPTION	Demo

Notes

Badly Burned

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-30-23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 03/28/2024

Property Address: 7151 13th Street **District No:** 7

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


MAY 28 2024


MAY 28 2024


MAY 28 2024


MAY 28 2024

Affidavit of Mailed Notice

May 28, 2024

State of Alabama
County of Mobile

Subject Property – 7151 13th Street.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **41** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Jimmy Washington
7151 13th Street
Mobile, AL 36608-4614

April 10, 2024

RE: **7151 Thirteenth Street**
Project Number: ME-156-23

Dear Jimmy Washington:

On March 28, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 7151 Thirteenth Street.

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

LOTS 47 & 48 BLK 26 MOBILE TERRACE DBK 156 NS P 540-542 #SEC 18 T4S R2W #MP28 04 18 1 002

Parcel Number: 28 04 18 1 002 030

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **May 25, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 25, 2024,** provide the Code Official with a work plan to accomplish the repairs by **May 25, 2024,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **May 25, 2024,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on June 4, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

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

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

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

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

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 7151 13th Street Date: February 6, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 4, 2023

Per the Title Report, the owner is: Fee simple is vested in Eddie B. Avery, deceased

Notes: Eddie B. Avery (DOD 8/29/2020) and Joseph Washington, Sr (DOD 01/05/2000) per Revenue Commission Website (lists him as owner).

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Jimmy Washington 7151 13th St Mobile AL 36608-4614	Subject Property/Location property Paid property taxes 2012
2	Ruby Nell Royston 4025 E 67th St Kansas City MO 64132-1469	Heir of Eddie B. Avery – LexisNexis address good 12/2023 Phone numbers 816-444-3725 and 816-213-1233 good 2023
3	Ruby Nell Royston 4025 E 67th Ter Kansas City MO 64132-1461	LexisNexis address good 8/2023
4	Joyce Simms 10504 E 65th St Raytown MO 64133-5231	Heir of Eddie B. Avery – LexisNexis address good 12/2023 – Phone numbers 816-756-3186 and 212-529-6445 god 2023
5	Nicole V. Avery-Nichols 27071 Arlington Dr Southfield MI 48076-3105	Heir of Eddie B. Avery – LexisNexis address good 11/2023 – Phone numbers 313-595-2687, 313-222-6400 and 516-997-5749 good 2023

6	Ebonee C. Avery-Washington 3701 Bangor St SE Washington DC 20020-1247	Heir of Eddie B. Avery – LexisNexis address good 1/2024 – Phone numbers 516-997-5749 and 516-728-4663 good 2023
7	Ebonee C. Avery-Washington 1416 44th St NE Washington DC 20019-1917	LexisNexis address good 4/2022
8	Ebonee C. Avery-Washington 704 Bach Ct Westbury NY 11590-5901	LexisNexis address good 2/2024
9	Wandolyn Tolbert 485 Lincoln Blvd Mobile AL 36608-4653	Heir of Joseph Washington, Sr – LexisNexis address good 11/2023 – Phone numbers 251-422-4889, 251-232-1419 and 251-461-6810 good 2023
10	Wandolyn Tolbert 7243 6th St Mobile AL 36608-5141	LexisNexis address good 2022
11	Wandolyn Tolbert 7267 6th St Mobile AL 36608-5141	LexisNexis address good 2022
12	Gloria Washington PO Box 26383 Dayton OH 45426-0383	Heir of Joseph Washington, Sr – LexisNexis address good 1/2024 – Phone numbers 937-715-1162, 937-854-1570, 937-734-8333 and 937-266-6772 good 2023
13	Gloria Washington 211 Stubbs Dr Dayton OH 45426-3106	LexisNexis address good 2/2024
14	Gloria Washington 2591 Dallas Pkwy Ste 300 Frisco TX 75034-8563	LexisNexis address good 7/2019
15	Elizabeth Ann Glenn 6458 Barker Dr N Mobile AL 36608-4153	Heir of Joseph Washington, Sr – LexisNexis address good 2/2024 – Phone numbers 251-513-4452, 251-508-4415 and 251-341-7687 good 2023

16 Ronald Washington
5400 Wilhelm Dr
Mobile AL 36618-2427

Heir of Joseph Washington, Sr – LexisNexis address good 2/2024 – Phone numbers 251-509-7060 and 251-660-4590 good 2023

17 Ronald Washington
320 Stanton Rd Apt 227
Mobile AL 36617-2441

LexisNexis address good 10/2023

18 Ronald Washington
Joseph Washington. Jr.
320 Winston Hopkins Dr
Mobile AL 36608-4604

LexisNexis address good 11/2023

19 Ronald Washington
6201 Waringwood Dr S
Mobile AL 36608-5539

LexisNexis address good 9/2020

20 Ronald Washington
7320 4th St
Mobile AL 36608-5539

LexisNexis address good 2022

21` Ronald Washington
1100 Cicilion Ave
Dayton OH 45402-4111

LexisNexis address good 2002

22 Ronald Washington
7301 13th St
Mobile AL 36608-4612

LexisNexis address good 2022

23 Ronald Washington
7433 4th St
Mobile AL 36608-5145

LexisNexis address good 2022

24 Derrick Washington
7255 6th St
Mobile AL 36608-5141

Heir of Joseph Washington, Sr – LexisNexis address good 1/2024 – Phone number 251-581-5168 good 8/2023

25 Derrick Washington
862 Vista View Dr
Mobile AL 36608-3541

LexisNexis address good 6/2023

26	Joseph Washington. Jr. 7433 4th St Mobile AL 36608-5145	Heir of Joseph Washington, Sr – LexisNexis address good 11/2022 – Phone number 251-509-7060 and 251-404-9447 good 2022 and 2023
27	Joseph Washington. Jr. 7271 6th St Mobile AL 36608-5141	LexisNexis address good 2022
28	Joseph Washington. Jr. 465 Winston Hopkins Dr Mobile AL 36608-4672	LexisNexis address good 11/2023
29	Jimmy Washington Latorya McCovery 6926 Magnolia Trce Theodore AL 36582-6268	Paid 2012 Property Tax – Phone number 251-366-8808, 251-653-1319 and 251-348-0691 Lexis Nexis address good 1/2023
30	Jimmy Washington Latora McCovery 12100 Hilltop Rd Grand Bay AL 36541-3552	LexisNexis address good 2022 Revenue Commission website mailing address for 2019 tax year
31	Jimmy Washington Latorya McCovery 6845 Carol Plantation Rd Apt 109 Theodore AL 36582-1941	LexisNexis address good 5/2019
32	Joseph Washington, Sr c/o Latorya McCovery 6920 Paperwood Rd Chunchula AL 36521-6726	Listed as mailing address per Revenue Commission website for 2023 and 2024 tax years
33	Latorya McCovery 7183 7th St Mobile AL 36608-5138	Listed as mailing address per Revenue Commission website for 2020. 2021 and 2022 tax years
34	Ruby Royston 6102 Aaron Dr S Mobile AL 36608	In care of location address for Eddie B Avery, Jr – possible second property owned by Mr. Avery Key 490481

TAX STATUS: TAX LIENS FOR 2020, 2021 AND 2022 TAX YEARS – 2023 taxes not paid and will sell in May 2024 if not paid.

35	Anthony Alecci 14050 Bradshaw Rd Peyton CO 80831-9432	Tax Lien holder for 2020, 2021 and 2022 taxes years – LexisNexis address good 1/2024 Phone number 719-421-6035, 719-650-7890, 907-350-3239907
36	Anthony Alecci 12318 Sleeping Bear Rd Peyton CO 80831-7091	LexisNexis address good 2022
37	Anthony Alecci 12264 Chimney Smoke Dr Peyton CO 80831-8484	LexisNexis address good 2022
38	Anthony Alecci 12269 Sleeping Bear Rd Peyton CO 80834-7145	LexisNexis address good 2022
39	Anthony Alecci 12269 Anacostia Dr Peyton CO 80831-7145	LexisNexis address good 2022
40	Anthony Alecci 10548 Ross Lake Dr Peyton CO 80831-8466	LexisNexis address good 1/2023
41	Anthony Alecci 13055 Bradshaw Rd Unit 353 Peyton CO 80831-0714	LexisNexis address good 9/2020

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

Lis Pendens – City of Mobile vs Joseph Washington Sr c/o Latorya McCovery, filed 12/6/2023, recorded 2/5/2024, instrument number 2024005743

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/30/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/30/2024 - 1:51 PM

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **20** described in the resolution adopted on the **30th** day of **April, 2024**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

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

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **19**, as described in the resolution adopted on the **30th** day of **April, 2024**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1657** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-384 **2024**

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1657** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **4th day of June, 2024**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: APR 30 2024

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **April 25, 2024**

SUBJECT: WEED LIEN GROUP **1657**

Attached, please find Assessment Lists for Weed Lien Group Number **1657** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 4/30/2024

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 6/4/2024

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 5/2/2024

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 5/16/2024

LEGAL NOTICE ADS: 5/22/2024-5/29/2024

POSTING DATE: 5/28/2024

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	
	1657	Res. No.
4/30/2024	LOTS TO BE DECLARED	58-
6/4/2024	LOTS FOR PUBLIC HEARING	58-
//2024	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	1918 St Stephens Rd	34636	36784		2	
2	917 Sunset Dr	35078	36785		2	
3	1827 St Charles Ave	34583	36787		1	
4	5167 Border Dr	23856	36788		7	
5	6469 Barker Dr S	32160	36789		7	
6	2354 Riviera Dr S	28129	36790		3	
7	1403 Chinquapin St	16563	36791		2	
8	1560 Basil St	16381	36792		2	
9	612 Houston St	26412	36793		2	
10	7176 Tangerine Ave	34902	36794		7	
11	1124 Heustis St	26891	36795		3	
12	373 Fredonia St	29752	36796		1	
13	2051 Granger St/450 Williams St	30994	36797		2	
14	2116 Johns Lane	35520	36798		3	
15	2662 Carter Ave	32382	36800		1	
16	662 Merritt Dr N	35591	36802		5	
17	1621 Long Wood Rd	34528	36805		4	
18	5900 McPherson St	35651	36806		6	
19	7104 Tenth St	35632	36808		7	
				$ -		

District total for this group	
1	3
2	6
3	3
4	1
5	1
6	1
7	4
	19

0

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Marchetta Jante 4-25-24

Gary Jackson 4-25-24

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	4 Cases
Council District 2	William Carroll	4 Cases
Council District 3	C J Small	2 Cases
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Assess Cost for Weed Lien Group 1653

Effective Date of Contract:

6/4/2024

Funding Source

Project # Weed Lien Group 1653 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Weed Lien Group 1653	Backup Material	5/28/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	5/30/2024 - 1:52 PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **May 28, 2024**

SUBJECT: **Weed Lien Group 1653 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1653.** Please place these on the City Council's Agenda for **Tuesday, June 4, 2024**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	4950
	1653	Res. No.
2/20/2024	LOTS TO BE DECLARED	58-170
3/26/2024	LOTS FOR PUBLIC HEARING	58-271
5/28/2024	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	409 Calhoun St	28186	33996	$ -	2	CBD
2	2520 St Stephens Rd	29826	33997	$ 1,771.08	1	
3	620 Belsaw Ave	31398	33998	$ 175.00	2	
4	3354 Lacoste Rd	28706	33999	$ 50.00	7	CBO
5	559 Live Oak St	30865	34000	$ 50.00	2	CBO
6	553 Live Oak St	31325	34001	$ 175.00	2	
7	40 Lourando Dr W	29902	34002	$ 505.00	1	
8	3824 St Andrews Loop N	27366	34004	$ 50.00	4	CBO
9	725 Chin St	27181	34005	$ 534.00	2	
10	757 Dr Thomas Ave	30828	34006	$ 175.00	2	
11	2117 Clement St	30848	34007	$ -	1	CBD
12	1070 Lubel St	31192	34008	$ 735.00	1	
13	7223 Peach Tree Ave	29870	34009	$ 50.00	7	CBO
14	1317 Keith St	32270	34020	$ 222.73	3	
15	1359 Brooke Ave	31162	34021	$ -	3	CBD
16	910 S Warren St	27964	34022	$ 718.00	3	
17	1357 Spruce St	31726	34023	$ 50.00	2	CBO
18	2250 Clear Creek Rd	30892	34024	$ 1,605.05	7	
19	955 Kentucky ST	30824	34025	$ 50.00	3	CBO
20	905 Major St	31167	34026	$ 50.00	1	CBO
21	2814 Warsaw Ave	30978	34027	$ 175.00	1	
22	500 Marine St	31758	34028	$ 50.00	2	CBO
				$ 7,190.86		

District total for this group		
1	6	4
2	8	4
3	4	2
4	1	0
5	0	0
6	0	0
7	3	0
	22	10

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Tammy Jackson 5-28-24

Marchetta Davis 5.28.24

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
May 22, 2024

Lot Owner: **NICHOLS CONRAD 1/2 INT, JOSEPHINE B NICHOLS**
C/O NICHOLS CONRAD 1/2 INT, JOSEPHINE B NICHOLS 1/4 INT

Address: **7341 VICKERS LANE**

City, State, Zip: **MOBILE, AL 36695**

Group Number: **1653** Item # **2**

Lot Description: **LOTS 7,8,9,10,11 & 12 BLK 2 MCDONOUGH HGTS MBK 3 PG 409 #SEC 44 T4S R1W #MP29 02 44 0 014 (29 02 44 0 014 354.XXX) 2520 SAINT STEPHENS RD**

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: 5/8/2024 Contractor: Tamar Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		56,486	$	0.0125	$	706.08
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	145	$	7.00	$	1,015.00
		Total Project Cost:			$	1,771.08

Shelia Dean
SECRETARY

Marchetta Jarte
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 22, 2024

Lot Owner: **JONES JOHNNY A**

Address: **5091 WASHINGTON BLVD**

City, State, Zip: **THEODORE, AL 36582**

Group Number: **1653** Item # **3**

Lot Description: **LOTS 22 & 23 BLK 1 DIXIE PA RK SUB MBK 3 P 273 ADD DBK 379/526 07-28-45 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 002.XXX) 620 BELSAW AVE**

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: 5/8/2024 Contractor: Tamar Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,775	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	175.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
May 22, 2024

Lot Owner: **HILEMAN CHRISTOPHER G &**
JOANN M HILEMAN

Address: **893 S MAIN ST STE 291**

City, State, Zip: **ENGLEWOOD, OH 45322**

Group Number: **1653** Item # **4**

Lot Description: **COM AT THE NE COR OF PINETUCKY SUBDIV 3RD ADDN MBK 21 PG 124 TH S 89 DEG 20 MIN E 700.0 FT TO THE POB TH CONT S 89 DEG 20 MIN E ALONG S RIGHT OF WAY LINE OF LACOSTE RD 100.0 FT TO A PT TH S 01 DEG 44 MIN W 200.0 FT TO A PT TH N 89 DEG 20 MIN W 100.0 FT TO A PT TH N 01 DEG 44 MIN E 200.0 FT TO THE POB #SEC 29 T3S R2W #MP23 09 29 1 000 (23 09 29 1 000 046.XXX) 3354 LA COSTE RD**

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	18,616	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

Marchette Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 22, 2024

Lot Owner: **LIBERTY MARY SPEARS**
C/O LINDA SWEARINGEN

Address: **13677 STOCKBROOK RD**

City, State, Zip: **MORENO VALLEY, CA 92553**

Group Number: **1653** Item # **5**

Lot Description: **BEG NW COR OF MENAS AVE & LIVE OAK ST & RUN N ALG LIVE OAK ST 65 FT THEN W PAR WITH MENAS AVE 120 FT THEN S PAR WITH LIVE OAK ST 65 FT THEN E-LY ALG MENAS AVE 120 FT TO BEG BEING PART LOTS 11, 12 & 13 BLK 21 TISDALE SUB FISHER TRT MBK 75 P 260 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 202.XXX) 559 LIVE OAK ST**

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,800	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheila Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
May 22, 2024

Lot Owner: **ONEAL CYNTHIA**
C/O NICHOLSON JOYCELYN

Address: **1608 FAYE ST**

City, State, Zip: **DECATUR, AL 35601-2733**

Group Number: **1653** Item # **6**

Lot Description: **LOTS 21 & 22 IN SQR 21 OF TH TISDALE SUBD OF TH FISHER TRT DBK 75 NS PG 259 COMM AT TH NW COR OF ST MEADAR & LIVE OAK STS TH RUN WLY ALG TH N/S OF ST MEDAR ST 80 FT TH NLY & PAR W/ LIVE OAK ST 95 FT TO TH S SD OF MENAS ST 80 FT TO TH SW COR OF MENAS ST & LIVE OAK ST TH RUN SLY ON TH W SD OF LIVE OAK ST 95 FT TO TH POB #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 202.XXX) 553 LIVE OAK ST**

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: 5/8/2024 Contractor: Tamar Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,452	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

Shelia Dean
SECRETARY

Marchette Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 22, 2024

Lot Owner: **YAGOUB ELYAS M**

Address: **40 W LOURANDO DR**

City, State, Zip: **MOBILE, AL 36606-2429**

Group Number: **1653** Item # **7**

Lot Description: **LOT 22 LOURANDO SUB MBK 6 P 572 #SEC 19 T4S R1W #MP29 08 19 1 001 (29 08 19 1 001 052.XXX) 40 LOURANDO DR W**

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: 5/8/2024 Contractor: Tamar Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,845	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		5	$	3.00	$	15.00
Debris Removal	Cubic Yard	45	$	7.00	$	315.00
		Total Project Cost:			$	505.00

Shelia Dean
SECRETARY

Marchetta Jacks
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 22, 2024

Lot Owner: **FAIRCHILD DARRYL**

C/O MIROFUTURA INC

Address: **8400 N SAM HOUSTON PKWY W STE 200**

City, State, Zip: **HOUSTON, TX 77064**

Group Number: **1653** Item # **8**

Lot Description: **LOT 98 RIVIERE DU CHIEN COUNTRY CLUB & ESTS MBK 21 PG 74 #SEC 13 T5S R2W #MP33 06 13 1 000 (33 06 13 1 000 012.XXX) 3824 SAINT ANDREWS LOOP N**

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	13,342	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 22, 2024

Lot Owner: **RANDOLPH ALFRED L SR & ANNIE J**

Address: **715 CHIN ST**

City, State, Zip: **MOBILE, AL 36610-4108**

Group Number: **1653** Item # **9**

Lot Description: **LOTS 31 & 30 BOTH IN BLK 4 EXC STRIP OF LAND 5 FT IN WIDTH ACR N/END OF EA LOT LYING PAR & CONTIGUOUS TO MAIN ST SD EXC BEING RESERV FOR PUB RD OF W HIGHLANDS SUB DBK 156 NS P 478-481 #SEC 44 T4S R1W #MP29 02 44 0 004 (29 02 44 0 004 299.XXX) 725 CHIN ST**

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: 5/8/2024 Contractor: Tamar Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,786	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		3	$	3.00	$	9.00
Debris Removal	Cubic Yard	50	$	7.00	$	350.00
		Total Project Cost:			$	534.00

Shelia Dean
SECRETARY

Marchetta Dante
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 22, 2024

Lot Owner: **CAPONIS AUTHERINE & CATHERINE**

Address: **4509 SENATOR ST**

City, State, Zip: **EIGHT MILE, AL 36613**

Group Number: **1653** Item # **10**

Lot Description: **LOTS 66 & 67 BLK 1 HAPPY HILL SUB MBK 4/431 #SEC 44 T4S R1W #MP29 02 44 0 017 (29 02 44 0 017 029.XXX) 757 DR THOMAS AVE**

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: 5/8/2024 Contractor: Tamar Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	2,775	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
	Total Project Cost:				$	175.00

Sheli'a Dean
SECRETARY

Marchetta Tate
INSPECTOR

Tony Tucker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
May 22, 2024

Lot Owner: **DENNIS ANTOINE J**

Address: **559 OSAGE ST**

City, State, Zip: **MOBILE, AL 36617-3833**

Group Number: **1653** Item # **12**

Lot Description: **FROM SE COR STANTON RD & PRICHARD LANE TH NELY ALG S/L PRICHARD LANE 466.28 FT TH S 17 DEG 58 MIN 45 SEC E ALG ELY LINE 50 FT RD 96.95 FT TO PT BEG, TH ELY 87.56 FT TH SLY 17 DEG 58 MIN 45 SEC E 40 FT TH WLY 87.56 FT TO E/L 50 FT RD TH N 40 FT TO BEG GRT SEC 44 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 505.XXX)**
1070 LUBEL AVE

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: 5/8/2024 Contractor: Tamar Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,502	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	80	$	7.00	$	560.00
		Total Project Cost:			$	735.00

Shelia Dean
SECRETARY

Marchetta Ivy
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
May 22, 2024

Lot Owner: **GORNOWICZ SUSAN R**

Address: **6609 HUNTERS HORN CT**

City, State, Zip: **EIGHT MILE, AL 36613**

Group Number: **1653** Item # **13**

Lot Description: **LOT 106 ORCHARD ESTS MBK 11 P 12 #SEC 06 T4S R2W #MP28 03 06 4 002 (28 03 06 4 002 063.XXX) 7223 PEACHTREE AVE**

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	14,157	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shadia Dean
SECRETARY

Marchetta Tait
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
May 22, 2024

Lot Owner: **DELOACH CALVIN & QUEEN**
C/O HERBERT BURTON II

Address: **2370-G HILLCREST RD PMB**

City, State, Zip: **MOBILE, AL 36695**

Group Number: **1653** Item # **14**

Lot Description: **E 147 FT(S) OF LOT 16 ROBINSON PL MBK 4 PG 491 #SEC 37 T5S R1W #MP32 02 37 0 003 (32 02 37 0 003 019.XXX) 1317 KEITH ST**

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: 5/8/2024 Contractor: Tamar Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		13,818	$	0.0125	$	**172.73**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**222.73**

Shelia Dean
SECRETARY

Marchetta Jones
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
May 22, 2024

Lot Owner: **CLARK HATTIE**

Address: **P. O. BOX 462**

City, State, Zip: **MOBILE, AL 36601**

Group Number: **1653** Item # **16**

Lot Description: **LOT 13 BLK 3 BROOKLEY HEIGHTS MBK 3 PGS 677/680 #SEC 37 T5S R1W #MP32 02 37 0 001 (32 02 37 0 001 074.XXX) 1359 BROOKE AVE**

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,375	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		6	$	3.00	$	18.00
Debris Removal	Cubic Yard	75	$	7.00	$	525.00
	Total Project Cost:				$	718.00

Shelia Dean
SECRETARY

Marchetta Tuck
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
May 22, 2024

Lot Owner: **LEWIS MARTIN R**

Address: **2585 SAND CASTLE WAY**

City, State, Zip: **INDIALANTIC, FL 32903**

Group Number: **1653** Item # **17**

Lot Description: **LOT 9 BLK 39 STRAUSS 1ST ADD TO WOLFF HGTS DBK 153 P 30 *** T A X D E E D N O . 4 0 9 1 7 01/86 *** #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 491.XXX) 1357 SPRUCE ST**

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,800	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

Gary Locke
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 22, 2024

Lot Owner: **SHARPE DAVID JAY**

Address: **2250 CLEAR CREEK DR**

City, State, Zip: **MOBILE, AL 36618**

Group Number: **1653** Item # **18**

Lot Description: **LOTS 19 & 20 OF RESUB LOTS 1 & 2 BLK A ACROPOLIS HGTS MBK 6/26 & W 421 FT OF LOT 3 BLK A ACROPOLIS HGTS MBK 4/153 #SEC 33 T3S R2W #MP23 08 33 4 000 (23 08 33 4 000 022.XXX) 2250 CLEAR CREEK DR**

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: 5/8/2024 Contractor: Tamar Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		102,004	$	0.0125	$	1,275.05
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	40	$	7.00	$	280.00
		Total Project Cost:			$	1,605.05

Shelia Dean
SECRETARY

Malchittie Tuite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 22, 2024

Lot Owner: **BELL SHEILA OR CHRISTOPHER BLACK**

C/O TINITA RICHARDSON BLACK

Address: **P. O. BOX 82208**

City, State, Zip: **MOBILE, AL 36689**

Group Number: **1653** Item # **19**

Lot Description: **BEG 208.6 FT W OF SW COR OF KENTUCKY & MARINE STS TH ELY ALG S/L OF KENTUCKY ST 50 FT TH SLY & PAR TO W OF MARINE ST 174.3 FT TH WLY 50 FT TH NLY 175 FT TO S/L OF KENTUCKY ST & POB #SEC 37 T4S R1W #MP29 10 37 0 007 (29 10 37 0 007 113.XXX) 955 KENTUCKY ST**

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,750	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 22, 2024

Lot Owner: **MARKS SAMUEL E**

Address: **P. O. BOX 301**

City, State, Zip: **MOUNT VERNON, AL 36560-0301**

Group Number: **1653** Item # **21**

Lot Description: **LOT 174 BLK G TRINITY GDNS 2ND ADD MBK 3 P 331 #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 380.XXX) 2814 WARSAW AVE**

Nuisance Date: 2/20/2024 Posting Date: 3/19/2024 Hearing Date: 3/26/2024

Date lot was cut: 5/8/2024 Contractor: Tamar Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,319	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard		$	7.00	$	-
		Total Project Cost:			$	175.00

Sheli a Dean
SECRETARY

Marchetta Tant
INSPECTOR

Jerry Tucker
SUPERVISOR

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember William Carroll

Purpose and Scope of Project:
Funds will be used to assist with 2024-2025 MOB Music Festival on July 12-14, 2024

Amount of Contract:
$1,500

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 - OPPORTUNITY 4 ENTERTAINERS & PERFORMING ARTS	Cover Memo	5/29/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	5/29/2024 - 7:13 AM

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 **$1,500.00** to Opportunity 4 Entertainers & Performing Arts, from his discretionary funds; and

WHEREAS, Opportunity 4 Entertainers & Performing Arts, 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 Opportunity 4 Entertainers & Performing Arts, will be used to assist with 2024-2025 MOB Music Festival on July 12-14, 2024, which serve a public 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 **$1,500.00** to Opportunity 4 Entertainers & Performing Arts, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

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:6/4/2024

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	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
	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:6/4/2024

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:6/4/2024

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

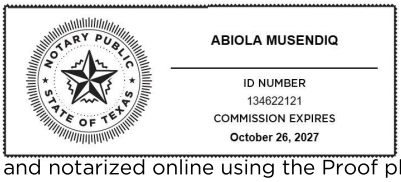
ATTEST:

_____
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

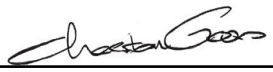
CERTIFICATE HOLDER

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

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

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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:**

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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:			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 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	 $ $ $
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

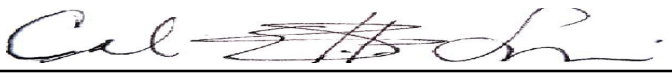
CERTIFICATE HOLDER

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

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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:**

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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:6/4/2024

Submitted by:

Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

William S. Stimpson, Mayor, and C.J. Small Councilmember

Purpose and Scope of Project:

Accept the deed from the State of Alabama, Department of Conservation and Natural Resources, for the acquisition of Helen Wood Park, approximately 7.4 +/- acres of land, known as Helen Wood Park off of Dauphin Island Parkway

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
Resolution	Resolution Letter	5/30/2024
Deed	Exhibit	5/30/2024
Cover Letter DCNR	Backup Material	5/30/2024

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Stout, Carleen	Approved	5/30/2024 - 10:01 AM
Legal	Kern, Chris	Approved	5/30/2024 - 11:34 AM
Mayors			5/30/2024 - 1:23

Office	Barber, James	Approved	PM

2024

RESOLUTION

Sponsored by Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts the Statutory Warranty Deed from the State of Alabama Department of Conservation and Natural Resources, State Lands Division for 7.4 acres known as Helen Wood Park.

SAID DEED will be recorded in the Mobile Probate office and kept on file in the office of the City Clerk and the Real Estate Office of the City of Mobile.

Adopted:

_____

City Clerk

This instrument was prepared by:
Jennifer Weber, Deputy General Counsel
State of Alabama, Department of Conservation
and Natural Resources
64 North Union Street, Suite 474
Montgomery, AL 36130

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

MOBILE COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that the **STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, STATE LANDS DIVISION**, hereinafter called the "Grantor," for and in consideration of the sum of Ten Dollars ($10.00) cash, the simultaneous conveyance by the **CITY OF MOBILE, ALABAMA**, herein called "Grantee," to Grantor of other real property in Mobile County, and other good and valuable consideration to said Grantor, in hand paid by the Grantee, receipt of all of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, AND CONVEY unto said Grantee, its successors and assigns, in fee simple, all that real property in Mobile County, Alabama, described as follows, to-wit:

See Attached Exhibit A.

NOTE: THE PREPARER OF THIS DOCUMENT HAS SERVED AS A SCRIVENER ONLY AND HAS NOT EXAMINED TITLE WITH RESPECT TO THE PROPERTY DESCRIBED HEREIN AND DOES NOT HEREBY GIVE AN OPINION WITH RESPECT THERETO.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns in fee simple, FOREVER; SUBJECT HOWEVER, TO THE FOLLOWING:

1. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
2. All easements, claims of easements, restrictions, rights-of-way, and other matters of record.
3. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on, and under the subject property.
4. Any warranties of title by Grantor herein are subject to such warranties being

permitted to be made by Grantor under the laws and Constitution of the State of Alabama; provided, further, that Grantor makes no representation to Grantee that any such warranties are permitted under the laws and Constitution of the State of Alabama.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on this the ___ day of April, 2024.

GRANTOR:
STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, STATE LANDS DIVISION

BY:_____
Christopher M. Blankenship, Commissioner

APPROVED:_____
Governor

ATTEST:_____
Secretary of State

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Christopher M. Blankenship, whose name as Commissioner of the STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, an Alabama State Agency, 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 within instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said trust, on the day the same bears date.

Given under my hand and seal this 12 day of April, 2024.

_____
Notary Public
My Commission expires:

BETSY FULLER JONES
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMM. EXP. 8/9/27

EXHIBIT A
PROPERTY DESCRIPTION

That portion of Lots 4, 5 and 6 of the Third Division of the McVoy Tract, according to map thereof recorded in Deed Book 5 0.S., pages 8 and 9 of the Probate Court Records of Mobile County, Alabama, lying East of Dauphin Island Parkway, formerly known as Cedar Point Road, consisting of 7.4 acres, more or less, lying in Mobile County, Alabama, as further described on the attached Exhibit "A," LESS AND EXCEPT any previously excepted or reserved oil, gas, and mineral rights.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 464
MONTGOMERY, ALABAMA 36130

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE LANDS DIVISION
PATRICIA POWELL MCCURDY
DIRECTOR

JAMES DOUGLAS DEATON, JR.
ASSISTANT DIRECTOR

TELEPHONE (334) 242-3484
FAX (334) 242-0999

May 14, 2024

City of Mobile Real Estate
Attn: Carleen Stout
4th floor Govt Plaza
P.O. Box 1827
Mobile, AL 36633

Re: Helen Wood Park Transfer

Dear Carleen:

Please find the enclosed Statutory Warranty Deed regarding the above referenced transfer. Please have this deed filed with the Mobile County Probate Office and return a file stamped copy to our office at the address above.

Sincerely,

Wendy Newman
Paralegal
State Lands Division

Enclosure

The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, sex, national origin, disability, pregnancy, genetic information or veteran status in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

AGENDA ITEM SUMMARY SHEET

Agenda of:6/4/2024

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 ...

... ; 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) tl ... 0 ($1.11 per square foot), and (ii) L ...

- App submit pics of 2 signs no unauthorized use PM (6-4) is approved prior to PM
- 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 (cdbn.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)

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: C. D. Phillips
Name: C. 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 C. 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:

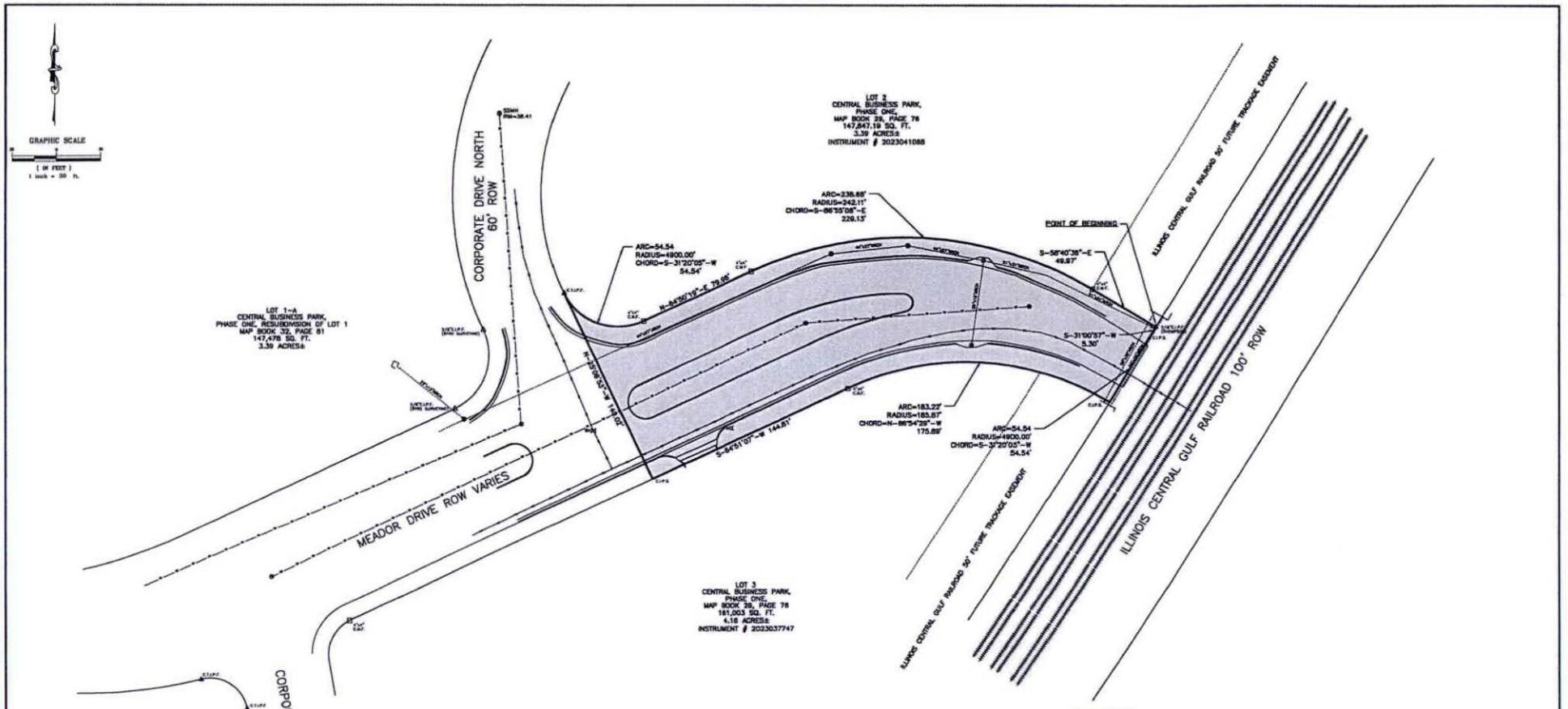
[NOTARIAL SEAL]

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 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°58'53"-W leaving said South right-of-way of Meador Drive, 149.62 feet to a point on 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°40'28"-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, PLS
Alabama License Number 25660

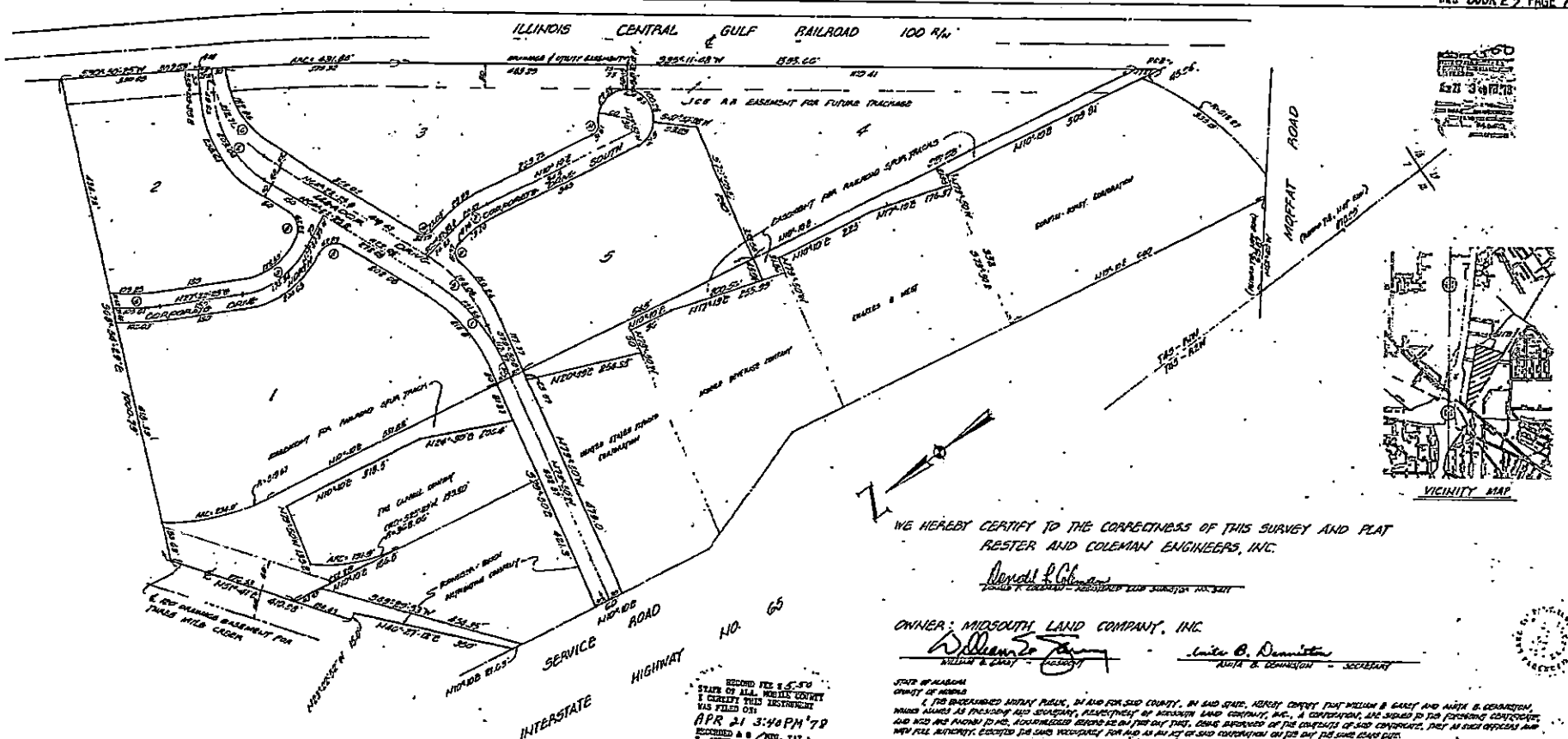
November 7, 2023
Date

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 NO.: 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 — WILLIAM B. EARLE - PRESIDENT
Anita B. Donaldson — 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 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

RECORDED IN A & S MAP BOOK 29 PAGE 76
STATE OF ALA., MOBILE COUNTY
I CERTIFY THIS INSTRUMENT WAS FILED ON
APR 21 3:48 PM '78
RECORDED IN A & S MISC. BOOK 2 PAGE 5
RECORDED $ 5.50
DEED TAX $ 5
MTG. TAX $
TAX HAS BEEN PAID ON THIS INSTRUMENT.
JOHN L. MOORE
JUDGE OF PROBATE

APPROVED:
E. Allen Sullivan Jr. 3/8/78
MOBILE CITY PLANNING COMMISSION
CHAIRMAN — DATE

APPROVED SUBJECT TO FLOOD ZONE REQUIREMENTS
CITY ENGINEER — DATE 3/7/78

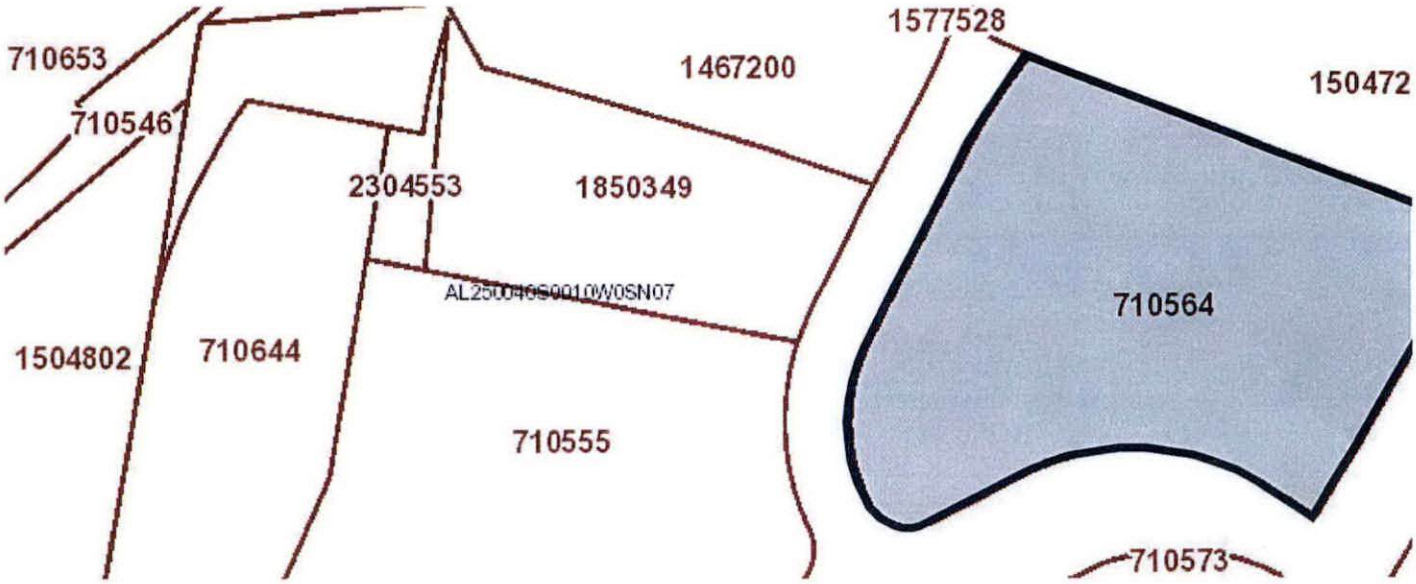
For Amendment to Map See:
RP 2257 Page 875

CURVE DATA											
NO	LC	CL	RC	AC	CC	TC	RR	DC	EC	MC	MC
1	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'
2	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'
3	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'
4	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'
5	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'	1000.00'

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, 635.87 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-ALBERT CORPORATION BY DEED DATED APRIL 27, 1938, DEED BOOK 418, ALONG THE NORTHWESTERLY PROPERTY LINE OF SAID GORDON - ALBERT CORPORATION, 1028.8 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE S 29°10'E ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID GORDON-ALBERT CORPORATION, 825.8 FEET TO AN INTERSECTING PROPERTY LINE OF SAID GORDON-ALBERT CORPORATION, 1028.8 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE N29°10'W ALONG THE SAID NORTHEASTERLY PROPERTY LINE OF SAID GORDON-ALBERT CORPORATION, 1025.8 FEET TO THE NORTHWESTERLY CORNER THEREOF, THENCE S60°50'W ALONG THE SAID NORTHWESTERLY PROPERTY LINE OF SAID GORDON-ALBERT CORPORATION, 825.8 FEET TO THE POINT OF BEGINNING; THENCE N29°10'W ALONG THE SAID SOUTHEASTERLY PROPERTY LINE OF SAID CHARLES A. WEST, 1178.97 FEET TO THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND CONVEYED BY SAID GULF, MOBILE AND OHIO RAILROAD COMPANY TO CHARLES A. WEST BY DEED DATED NOVEMBER 15, 1943; THENCE N60°50'E ALONG THE SOUTHWESTERLY PROPERTY LINE OF SAID CHARLES A WEST, 1178.97 FEET TO A POINT, THENCE S29°10'E, CONTINUING ALONG SAID SOUTHWESTERLY PROPERTY LINE OF SAID CHARLES A WEST, 1178.97 FEET TO A POINT, THENCE N60°50'E ALONG THE NORTHWESTERLY PROPERTY LINE OF SAID CHARLES A WEST, 1178.97 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE N29°10'W, ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID CHARLES A WEST, 1178.97 FEET TO THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED BY SAID GULF, MOBILE AND OHIO RAILROAD COMPANY TO GEORGE BOYKIN CRAWFORD, INC., THENCE N29°10'W ALONG THE SOUTHWESTERLY PROPERTY LINE OF SAID GEORGE BOYKIN CRAWFORD, INC., 1178.97 FEET TO A POINT, THENCE S60°50'W, CONTINUING ALONG SAID SOUTHWESTERLY PROPERTY LINE OF SAID GEORGE BOYKIN CRAWFORD, INC., 1178.97 FEET TO A POINT, THENCE N29°10'W ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID GEORGE BOYKIN CRAWFORD, INC., A DISTANCE OF 1178.97 FEET TO THE NORTHWESTERLY CORNER THEREOF, THENCE N60°50'E ALONG THE NORTHWESTERLY PROPERTY LINE OF SAID GEORGE BOYKIN CRAWFORD, INC., 1178.97 FEET TO THE NORTHEASTERLY CORNER THEREOF, THENCE S29°10'E ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID GEORGE BOYKIN CRAWFORD, INC., 1178.97 FEET TO A POINT, THENCE S60°50'W, CONTINUING ALONG SAID NORTHEASTERLY PROPERTY LINE OF SAID GEORGE BOYKIN CRAWFORD, INC., 1178.97 FEET TO A POINT, THENCE S29°10'E ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID GEORGE BOYKIN CRAWFORD, INC., 1178.97 FEET TO THE NORTHEASTERLY CORNER THEREOF, THENCE S60°50'W ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID GEORGE BOYKIN CRAWFORD, INC., 1178.97 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED BY SAID GULF, MOBILE AND OHIO RAILROAD COMPANY TO GEORGE BOYKIN CRAWFORD, INC., 1178.97 FEET TO A POINT, THENCE S29°10'E, CONTINUING ALONG SAID SOUTHEASTERLY PROPERTY LINE OF SAID GEORGE BOYKIN CRAWFORD, INC., 1178.97 FEET TO A POINT, THENCE S60°50'W ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID GEORGE BOYKIN CRAWFORD, INC., 1178.97 FEET TO THE SOUTHWESTERLY CORNER THEREOF, THENCE N29°10'W ALONG THE SOUTHWESTERLY PROPERTY LINE OF SAID GEORGE BOYKIN CRAWFORD, INC., 1178.97 FEET TO THE NORTHWESTERLY CORNER THEREOF, THENCE N60°50'E ALONG THE NORTHWESTERLY PROPERTY LINE OF SAID GEORGE BOYKIN CRAWFORD, INC., 1178.97 FEET TO THE NORTHEASTERLY CORNER THEREOF, THENCE S29°10'E ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID GEORGE BOYKIN CRAWFORD, INC., 1178.97 FEET TO A POINT, THENCE S60°50'W, CONTINUING ALONG SAID NORTHEASTERLY PROPERTY LINE OF SAID GEORGE BOYKIN CRAWFORD, INC., 1178.97 FEET TO A POINT, THENCE S29°10'E ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID GEORGE BOYKIN CRAWFORD, INC., 1178.97 FEET TO THE SOUTHEASTERLY CORNER THEREOF

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

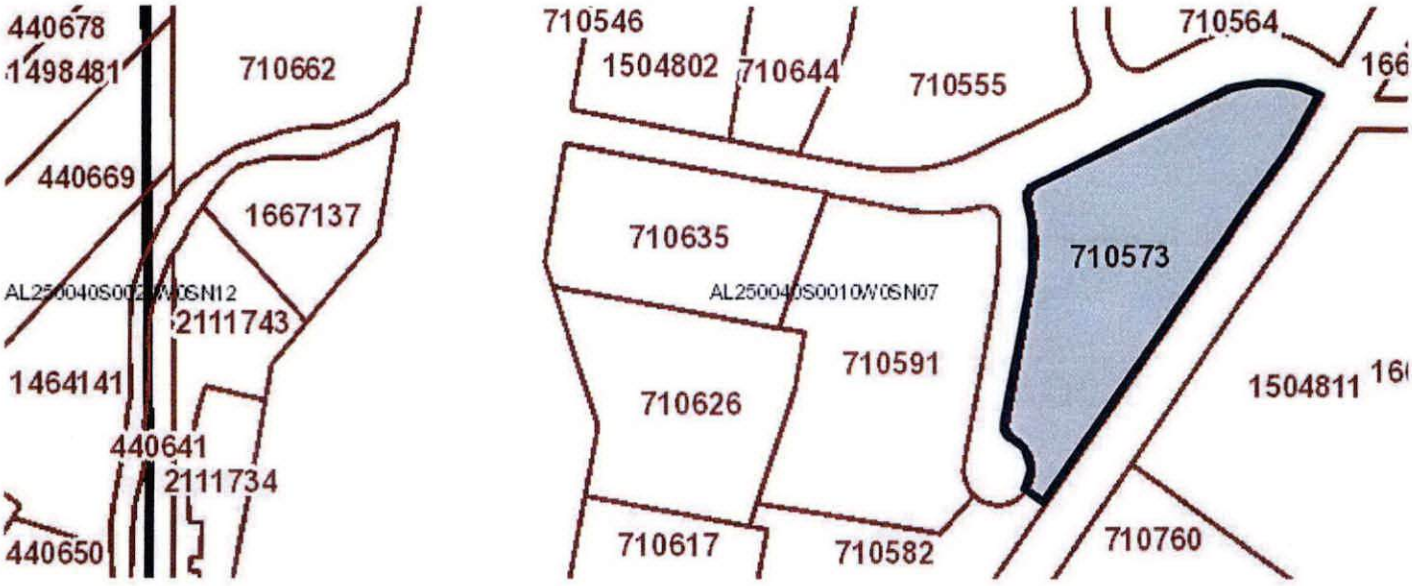
EXHIBIT
D

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,

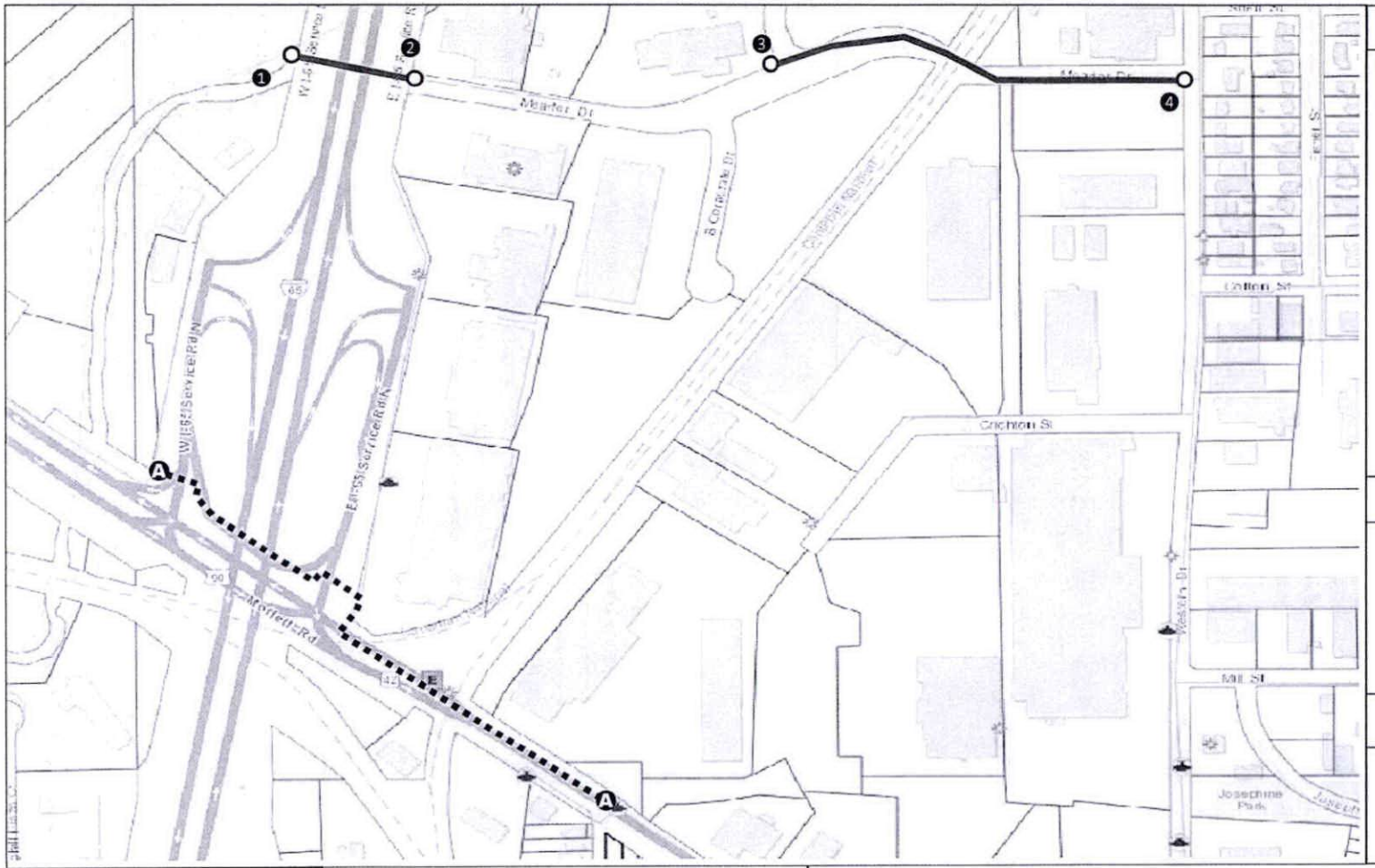
Alex Sammet (Dec 5, 2023 08:31 CST)

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
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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.

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Visiter avery.ca/aide

Consejos de Impresión

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2. Diseña la plantilla utilizando el código del producto.
3. Prueba la impresión en un papel normal.
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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**

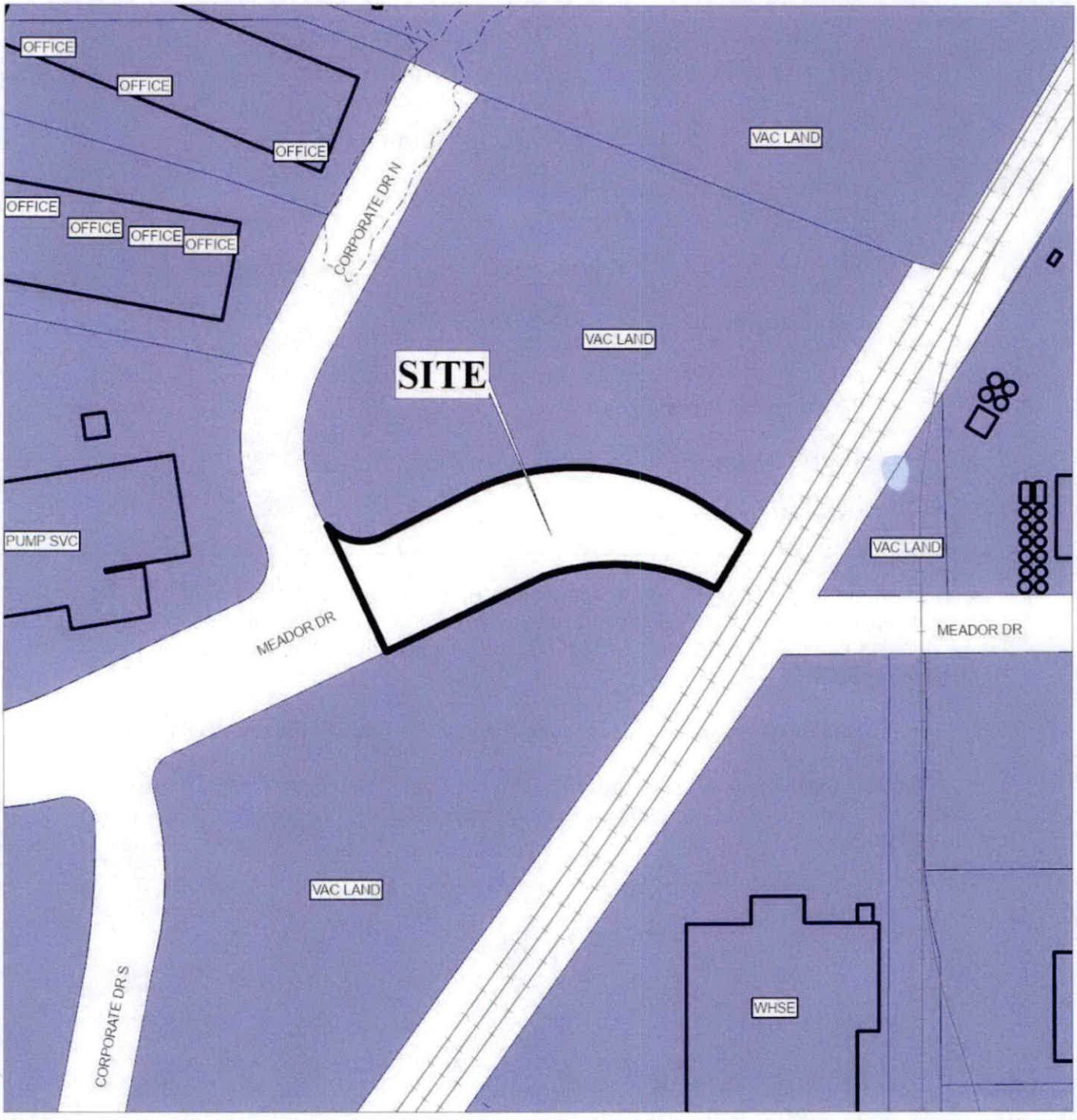
Re: **Vacation of a portion of Meador Drive**

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:6/4/2024

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:6/4/2024

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