AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, May 23, 2023, 10:30 AM

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

   Pastor John C. George, Episcopal Church of the Good Shepherd
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   May 9 & 16, 2023
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Mary Woods for a waiver of the Noise Ordinance at 1916 Springhill Avenue on May 28, 2023, from 4:30 p.m. - 10:00 p.m. (District 1).

   Request of Kim Hall for a waiver of the Noise Ordinance at 2051 Clemente Court on June 3, 2023, from 4:00 p.m. - 10:00 p.m. (District 1)

   Request of Houston Owens for a waiver of the Noise Ordinance at Herndon-Sage Park on July 30, 2023, from 9:00 a.m. - 8:00 p.m. (District 1).

   Request of Nija Hill for a waiver of the Noise Ordinance at Cathedral Square on May 27, 2023, from 1:00 p.m. - 5:00 p.m. (District 2).

   Request of Gulf Coast Ethnic & Heritage Jazz Festival, Inc. at 401 Civic Center Drive on July 29 - 30, 2023, from 4:00 p.m. - 10:00 p.m. (District 2).

   Request of Steve Taylor, Jr. for a waiver of the Noise Ordinance at Medal of Honor Park on May 27, 2023, from 7:30 a.m. - 10:00 a.m. (District 6)

Request of Aleida Johnson for a waiver of the Noise Ordinance at Langan Park on May 27, 2023, from 7:00 a.m. - 12:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to rezone property at the north side of Government Street, 140' +/- east of South Ann Street from B-1, and B-2 to B-2 (District 2).

Public hearing to rezone property located at 908 Kendrick Drive from R-1 to B-3 (District 7).

Public hearing to declare the structure at 1324 Jessie Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1163 Ghent Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 406 Michigan Avenue a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1251 State Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1353 Windsor Avenue a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 7630 Avenue C a public nuisance and order it demolished (District 7).

Public hearing to declare the structure at 2781 Graham Road a public nuisance and order it demolished (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Thomas Mitchell - City staff.

Timothy Hollis - Executive sessions, order of rules, expediting certain communities for improvement work over others. Spending unnecessary funds in District 1 on Hwy 45.

Malessa - Tillmans Corner homeless resource building.

Jess Banx - Accessibility to mental health resources in Mobile.

Pastor Valenia Green - Discretionary money for nonprofits.

Valerie Longa - To share information about the 2023 Summer library celebration at the Mobile Public Library.

Robert Clopton - To share information about "Project Wear Orange" to stop gun

violence in Mobile.

12. ORDINANCES HELD OVER

22-021 Ordinance to amend Chapter 39, Article X, Division 1 and Chapter 22 "Fireworks", Mobile City Code (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

13. CONSENT RESOLUTIONS HELD OVER

40-304 Declare the structure at 2663 Glass Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-305 Declare the structure at 1254 Eslava Lane a public nuisance and order it demolished (sponsored by Councilmember Small).

14. RESOLUTIONS HELD OVER

01-566 Authorize agreement between the City of Mobile, ALDOT, and the Mobile County Commission for Regional Transportation Operations Program Congestion Management (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

01-567 Authorize Exclusive Franchise Agreement with Neutron Holdings, Inc., d/b/a Lime (sponsored by Mayor Stimpson) (submitted by Don Rose, Purchasing Dept.).

01-568 Authorize agreement between the City of Mobile and Board of School Commissioners of Mobile County to retain services of the Gulf Coast Technology Center (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-569 Authorize agreement between the City of Mobile, the Mobile County Commission, and Airbus Americas, Inc. (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-570 Authorize agreement between the City of Mobile, the Mobile County Commission, and VT-MAE (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

02-571 Assent to the annexation of certain properties by the City of Semmes (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-572 Approve purchase order to Sansom Equipment Co., Inc. for 2 street sweepers for Public Services; $552,588.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-573 Approve purchase order to Sansom Equipment Co., Inc. for 2 side-load garbage trucks; $704,312.00 (sponsored by Mayor Stimpson) (submitted by

John Paine, Purchasing Dept.).

08-574 Approve purchase order to Toter, LLC for garbage cart lids and wheels; $80,490.38 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-575 Authorize contract with Payton Hickman to provide tennis lessons and clinics for Parks & Rec. Dept.; NTE $80,000.00 per year (sponsored by Mayor Stimpson) (submitted Shonnda Smith, Public Works Dept.).

21-576 Authorize contract with Matthew Brooks to provide tennis lessons and clinics for Parks & Rec. Dept.; NTE $80,000.00 per year (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

21-577 Authorize contract with Whitsett Herring to provide tennis lessons and clinics for Parks & Rec. Dept.; NTE $80,000.00 per year (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

21-578 Authorize contract amendment with Life Extension Clinics, Inc., d/b/a Life Scan Wellness Centers, for first responder medical screening services; NTE $150,000.00 (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

21-579 Authorize contract with MELT, LLC (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

21-580 Authorize Memorandum of Understanding between the City of Mobile and the City of Semmes (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

37-581 Consider approval of a Certificate of Public Convenience and Necessity to Africatown Freedom Tours, LLC to operate a bus service (submitted by Lisa C. Lambert, City Clerk).

60-582 Authorize Settlement Agreement and Release of Claims; Hill (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-583 Authorize Settlement Agreement and Release of Claims; Myers (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. ORDINANCES BEING INTRODUCED

64-024 Rezone property at the north side of Government Street, 140' +/- east of South Ann Street from B-1, and B-2 to B-2 (sponsored by Councilmember Carroll).

64-025 Rezone property located at 908 Kendrick Drive from R-1 to B-3 (sponsored by Councilmember Gregory).

88-026 Authorize the sale of City-owned property located at 63 S. Royal Street

not now needed for public or municipal purposes (Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, Real Estate Dept.).

88-027 Authorize the sale of City-owned property located at 720 Museum Drive not now needed for public or municipal purposes (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout-Clark, Real Estate Dept.).

16. CONSENT RESOLUTIONS BEING INTRODUCED

03-585 Appoint Lorenzo Green to the Citizens' Parks and Recreation Advisory Committee (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

40-586 Declare the structure at 1324 Jessie Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-587 Declare the structure at 1163 Ghent Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-588 Declare the structure at 406 Michigan Avenue a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-589 Declare the structure at 1251 State Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-590 Declare the structure at 1353 Windsor Avenue a public nuisance and order it demolished (sponsored by Councilmember Small).

40-591 Declare the structure at 7630 Avenue C a public nuisance and order it demolished (sponsored by Councilmember Gregory).

40-592 Declare the structure at 2781 Graham Road a public nuisance and order the main structure secured and demolish the accessory structures (sponsored by Councilmember Gregory).

58-593 Assess costs for removal of weeds, Repeat Weed Lien Group 60.

60-594 Approve award of special bonus to the Firefighter of the Month; Nelson (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

60-595 Approve award of special bonus to the Officer of the Month; Uptagrafft (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

60-596 Determine an appropriation to Country Club Estates Neighborhood Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Scott Province, Accounting Dept.).

17. CIP RESOLUTIONS BEING INTRODUCED

21-597 Authorize contract with Kimley-Horn and Associates, Inc. for

engineering services for traffic signal upgrades along University Blvd. and Old Shell Rd. (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering).

18. RESOLUTIONS BEING INTRODUCED

01-598 Authorize agreement with Alabama Department of Transportation for 2023 City Wide Sidewalk Repair and Maintenance (Moffat Rd - US 98) (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

08-599 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-600 Approve purchase order to Autonation Ford Mobile for F250 truck for Public Services; $59,578.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-601 Approve purchase order to Sansom Equipment Co., Inc. for 3 street sweepers; $828,882.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-602 Approve purchase order to Stivers Ford Lincoln, Inc.; $82,432.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-603 Approve purchase order to Schaefer Plastics North America, LLC for plastic garbage carts with assembly and distribution; $514,810.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-604 Transfer funds from General Fund Unassigned Balance to Events; $110,000.00 (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Rec. Dept.).

21-605 Authorize contract with TTL, Inc. to perform professional services for the Myland Avenue Environmental Study, $71,086.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-606 Authorize contract with Tindle Construction, LLC for operable wall covering replacement at Arthur R. Outlaw Convention Center; $108,500.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-607 Authorize contract with Knight Sign Industries, Inc. for marquee information board replacements at Arthur R. Outlaw Convention Center; $208,704.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-608 Authorize contract with Blue Salvage & Diving, LLC for the restoration

of the historic stream channel of Three Mile Creek; $1,190,045.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-609 Authorize contract with Christian Preus Landscape Architecture, PLLC for comfort station prototype design; $24,500.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt).

21-610 Authorize change order #1 with Volkert, Inc. for design and engineering of Brookley by the Bay; $1,600,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-611 Authorize contract with Moffatt and Nichol, Inc. for CE&I of Three Mile Creek Dredging Project and NFWF grant closeout; $47,811.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/4/2023 - 11:24 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/18/2023 - 10:32 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Woods	Cover Memo	5/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/17/2023 - 9:56 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Mary Woods
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 847 284-3400

Organization (if applicable) _____

Mailing Address of Applicant 1916 Spring Hill AVE

Telephone No. 847 224 3400 E-mail address marywoods147@gmail.com

Location or address of event where amplification will be used:

1916 Springhill AVE

Date of Event: 5-28-23 Starting Time: 4:30 Ending Time 10pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Party

Do you plan to sell alcohol at this event? _____ YES ____NO

Music containing obscene language or profanity is prohibited

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

2023 MAY 16 PM 2:21

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hall	Cover Memo	5/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/18/2023 - 10:37 AM

CITY CLERK DEPARTMENT
2023 MAY 18 AM 8:37

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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Name of Applicant: Kim HALL
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-367-6745 Cell Number: 251-367-6745

Organization (if applicable) _____

Mailing Address of Applicant 2051 Clemente Court mobile, Al 36617

Telephone No. 251-367-6745 E-mail address KimhAll85@yahoo.com

Location or address of event where amplification will be used:
2051 Clemente Court Mobile, Al 36617

Date of Event: 6/3/23 Starting Time: 4:00pm Ending Time 10:00pm

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

Type of Event: Birthday Part4

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

Music containing obscene language or profanity is prohibited

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

D1

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Owens	Cover Memo	5/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/18/2023 - 10:39 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Houston A. Owens
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 229-4140

Organization (if applicable) Kings Grooming Lounge/Customer Appreciation DAY

Mailing Address of Applicant 100 S Florida St.

Telephone No. _____ E-mail address Kingsgroominglounge19@gmail.com

Location or address of event where amplification will be used:
Herndon - Sage Park

Date of Event: July 30th Starting Time: 9am Ending Time 8pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Community Event

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

Music containing obscene language or profanity is prohibited

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

2023 MAY 17 PM 12:52
CITY CLERK DEPARTMENT

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	5/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/17/2023 - 10:05 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Nija Hill - Mothers Involved Against Gun Violence
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-454-4017 Cell Number: 251-454-4017

Organization (if applicable) _____

Mailing Address of Applicant Office of Strategic Initiatives 455 St. Louis Street Mobile Suite 2300, AL 36602

Telephone No. 251-208-6384 E-mail address nija.hill@cityofmobile.org

Location or address of event where amplification will be used:
Cathedral Square, 300 Conti Street

Date of Event: 5-27-23 Starting Time: 11AM Ending Time 1PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Gun Violence Awareness

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

Music containing obscene language or profanity is prohibited

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

2023 MAY 15 PM 4:05

Mothers Involved
AGAINST
GUN VIOLENCE

REVIVE! Day

AN AFTER MOTHER'S DAY EVENT

SATURDAY, MAY 27 | 11AM-1PM

CATHEDRAL SQUARE, 300 CONTI ST.

When a mother rises up, she can triumph over anything. Mothers Involved Against Gun Violence is about coping together through an unimaginable loss. But beyond that we unite to prevent future acts of gun violence so all children can live and grow up in a safe community. **Join us!**

RAFFLE PRIZES

Roku 42-inch TV
$100 Gift Card
Saucy Q Gift Cards
Mudbugs Gift Cards
Cooler
Gift Baskets and MORE!

FEATURED GUESTS & ENTERTAINMENT

DISRUPSHUN
Huggie Bear the Poet
Mobile Alabama Africatown Drummers
DJ Dirty Dan 93BLX
Hosts Nija Hill and Casmarah Mani

LEARN MORE ON OUR WEBSITE!

MothersInvolved.com

EVENT SPONSORS

Gulf Distributing Company
Palmer's Toyota Superstore
YVP Youth Violence Prevention
Mobile Alabama

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Jazz Festival	Cover Memo	5/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/17/2023 - 10:00 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Gulf Coast Ethnic & Heritage Jazz Festival, Inc.
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-478-4027 Cell Number: 251-422-6588

Organization (if applicable) _____

Mailing Address of Applicant P.O. Box 40404, Mobile, Al. 36604

Telephone No. 251-478-4027 E-mail address ruffinatlaw@aol.com

Location or address of event where amplification will be used:
Mobile Civic Center (grounds) 401 Civic Center Dr., Mobile, Al. 36602

Date of Event: 07/29-30/2023 Starting Time: 4:00 PM Ending Time 10:00PM

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

Type of Event: Jazz Festival (Music Concert)

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

2023 MAY 16 AM 8:52

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

City Council

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Taylor	Cover Memo	5/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/17/2023 - 10:02 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

Name of Applicant: Steve Taylor, Jr
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251) 391-8239

Organization (if applicable) Port City Pacers

Mailing Address of Applicant 8251 Healy Dr. mobile Al

Telephone No. _____ E-mail address _____

Location or address of event where amplification will be used:

Medal of Honor Park

Date of Event: 5/27/23 Starting Time: 07:30 Ending Time 10:00
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: 5K trail run

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

Music containing obscene language or profanity is prohibited

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

2023 MAY 15 PM 4:05

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Johnson	Cover Memo	5/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/17/2023 - 9:57 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Aleida Johnson
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-432-0301 Cell Number: 251-458-6867

Organization (if applicable) Sickle Cell Disease Association of America - Mobile Chapter, Inc.

Mailing Address of Applicant 1453 Springhill Avenue, Mobile, AL 36604

Telephone No. 251-432-0301 E-mail address ajohnson@scdmobile.org

Location or address of event where amplification will be used:
Langan Park - Pavilion #2 and #3

Date of Event: 5/27/2023 Starting Time: 7:00 a.m. Ending Time 12:00 p.m.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Charity Walk

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2023 MAY 12 PM 1:36

D7

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/26/2023 - 10:40 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Sponsored by:

Councilmember Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/26/2023 - 10:36 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Sponsored by:

Councilmember Penn

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/18/2023 - 10:44 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/18/2023 - 10:47 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/18/2023 - 10:55 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/18/2023 - 10:58 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/18/2023 - 11:01 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/18/2023 - 11:05 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/18/2023 - 11:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Mitchell	Cover Memo	5/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/17/2023 - 8:01 AM

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Thomas Mitchell Date: 1/16/2023

Address: 214 Max St

Phone: None Email: None

Date to Address City Council: Today

Subject (must complete): ~~State of Alabama~~
City staff State-house I
Have a attorney

CITY CLERK'S OFFICE
MOBILE, AL

Specific Questions:

TU, MAY 16, AM11:43 RCV

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hollis	Cover Memo	5/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/17/2023 - 8:00 AM

CITY CLERK DEPARTMENT

2023 MAY 16 AM 11:45

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Timothy D. Hollis Date: 5-16-23

Address: 1924 Seale St Mobile, AL 36617

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

Date to Address City Council: 5-23-23

Subject and/or specific questions (must complete): Executive sessions, order of rules, expediting certain communities for improvement work over others. Spending unnecessary funds in District 1 on Hwy 45.

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

All of this pertains to the city either ethically or financially, so to ask this question is highly undermining.

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Malessa	Cover Memo	5/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/17/2023 - 7:58 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 5/11/2023 4:14 PM
To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Malessa

Date To Address Council: 2023-05-23

Address: 8108 Sylvan Way

Email: memeinbama@yahoo.com

Phone: 251-510-4232

Subject And Specific Questions: Tillmans Corner homeless resource building.

Pertain To City Business: Asking for help from advocates and volunteers.

Signature: Malessa Alvidrez

Signature Verify: X

Date Submitted: 2023-05-11 16:14:05

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Banx	Cover Memo	5/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/17/2023 - 7:57 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Fri 5/12/2023 7:03 PM
To: City Clerk <cityclerk@cityofmobile.org>

CITY CLERK DEPARTMENT
2023 MAY 15 AM 9:15

CAUTION: External Email

Name: Jess Banx

Date To Address Council: 2023-05-23

Address: 306 Stocking St Apt B

Email: oneprincesslast.first.7@gmail.com

Phone: 251-518-6556

Subject And Specific Questions: Mental Health accessibility to resources in the City. Mental health has modernized but not change for the better.

Pertain To City Business: Mental Health affects the entirety of the city, how could it not pertain to city business?

Signature: Jess Banx

Signature Verify: X

Date Submitted: 2023-05-12 19:03:44

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Green	Cover Memo	5/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/18/2023 - 10:44 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 5/17/2023 2:04 PM
To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Pastor Valenia Green

Date To Address Council: 2023-05-23

Address: 603 Delaware St.

Email: valeniagreen@gmail.com

Phone: 2513228540

Subject And Specific Questions: Discretionary Money for Nonprofits

Pertain To City Business: Discretionary Money that the council has to help nonprofits serve in the community.

Signature: Azalea City CDC

Signature Verify: X

Date Submitted: 2023-05-17 14:04:33

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Longa	Cover Memo	5/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/18/2023 - 11:04 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

CITY CLERK DEPARTMENT
2023 MAY 18 AM 8:37

Wed 5/17/2023 4:48 PM

To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Valerie Longa

Date To Address Council: 2023-05-23

Address: 700 Government Street

Email: vlonga@mplonline.org

Phone: 2515453366

Subject And Specific Questions: As the PR Officer for the Mobile Public Library system, I plan to share with the Mayor and City Council about the 2023 Summer Library Celebration. I present annually to give them essential information about how the community can participate, ask their help in getting the information out, and share how the program keep our children's minds active while they're out of school for the summer.

Pertain To City Business: The City funds MPL and this is a major program that their funding supports.

Signature: Valerie Longa

Signature Verify: X

Date Submitted: 2023-05-17 16:48:46

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Clopton	Cover Memo	5/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/18/2023 - 11:06 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Wed 5/17/2023 5:32 PM

To: City Clerk <cityclerk@cityofmobile.org>

CITY CLERK DEPARTMENT
2023 MAY 18 AM 8:37

CAUTION: External Email

Name: Robert Clopton

Date To Address Council: 2023-05-23

Address: 2612 Charlotte Oaks Dr

Email: robertclopton@ymail.com

Phone: 3865893145

Subject And Specific Questions: Project Wear Orange to Stop Gun Violence.

Pertain To City Business: It pertains to City business because gun violence is not only an urgent matter but also a social and health emergency.

Signature: Robert E. Clopton Sr.

Signature Verify: X

Date Submitted: 2023-05-17 17:32:43

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To amend Chaper 39, Article X, Division I and amend Section 39-201, amend Chapter 22, Article II and to add a new Section 22-20 of the Code of Ordinances of the City of Mobile regarding Fireworks.

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	4/20/2023
AMENDED ordinance	Cover Memo	5/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	4/20/2023 - 3:00 PM
Mayors Office	Montgomery, Brandi	Approved	4/20/2023 - 2:47 PM
Legal	Kern, Chris	Approved	4/20/2023 - 3:00 PM

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 39, ARTICLE X, DIVISION 1, TO AMEND SECTION 39-201 AND AMENDING CHAPTER 22, ARTICLE II, TO ADD A NEW SECTION 22-20 OF THE CODE OF ORDINANCES OF THE CITY OF MOBILE

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

SECTION I. THE CODE OF ORDINANCES OF THE CITY OF MOBILE, AT CHAPTER 39, ARTICLE X, DIVISION 1 AND CHAPTER 22, ARTICLE II is hereby amended as follows:

Chapter 39, Article X, Division 1 - Generally

Chapter 39, Article X, Division 1 is hereby amended at Section 39-201, Fireworks during Mardi Gras to read as follows:

Sec. 39-201. Fireworks during Mardi Gras.

(a) *Definitions.*

(1) For purposes of this section, the term "Fireworks" shall include Fireworks as defined by the International Fire Code, as adopted by the City of Mobile, including Novelties and Sparling Devices, as defined in Ala. Code 1975, Section 8-17-210 (10) and (15).

(2) For purposes of this section, the Period Observed as Mardi Gras shall run from 12:01 a.m. on the fourteenth day prior to Ash Wednesday to 6:00 a.m. on Ash Wednesday.

(3) For purposes of this section, "public" shall be defined as an area open to all persons, maintained by or for the people at large, including but not limited to public streets, sidewalks, alleyways, and buildings.

(b) U*se.* It shall be unlawful and an offense against the city for any person to use any type of Fireworks as defined in this section in public in the city, during the Period Observed as Mardi Gras.

(c) *Minors.* It shall be unlawful and an offense against the city for any parent to allow a minor child to use Fireworks, as defined in this section, in public in the city during the Period Observed as Mardi Gras.

SECTION II.- Chapter 22, Fire Prevention, Article II, In General, is hereby amended by adding a new Section 22-20 as follows:

Sec. 22-20. – Fireworks

a) It shall be unlawful for any person to possess, store, offer for sale, sell at retail, or use or explode any Fireworks. Fireworks shall include Fireworks as defined by the International Fire Code, as adopted by the City of Mobile. The term “Fireworks” shall not include Novelties and Sparkling Devices, as defined in Ala. Code of 1975, Section 8-17-210 (10) and (15), the sale and use of which shall be allowed.

b) Notwithstanding the provisions of subsection (a) of this section, fireworks display reviews shall be conducted for any public or private fireworks display to determine:

1) All current provisions of NFPA and the International Fire Code, as adopted by the City of Mobile, are met; and

2) Proof is shown to the fire official that the display being conducted is done by a competent operator who has been approved by the fire official and that the display is of such character and so located, discharged, or fired so as not to be hazardous to property or endanger any person.

c) A fee shall be assessed at the time of the application for a fireworks display review as set forth in the schedule of fees for the Mobile Fire and Rescue Department. A copy of the fee schedule is available from the office of the city clerk or on the website for the city.

d) The foregoing notwithstanding, the fire chief may, at any time and from time to time, suspend the outdoor use of Novelties and Sparkling Devices inside the city limits where he/she determines, in his/her sole discretion, that drought conditions, other weather-related conditions, or the promotion and preservation of public safety warrant suspension. It shall be unlawful to use Novelties and Sparking Devices during any such suspension period after a verbal warning to cease from fire or law enforcement officers and shall subject the Novelties and Sparkling Devices to seizure and destruction in accordance with subsection (e) below.

e) Fireworks possessed, manufactured, stored, sold, handled, or used in violation of this section shall be subject to seizure and destruction by the fire chief or his/her designees or subordinates.

SECTION III - Miscellaneous

a) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

b) That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this Ordinance as required by law.

c) This Ordinance shall be in full force and effect within the City of Mobile from and after its adoption and publication as required by law.

_____

City Clerk

22-021 2023

AN ORDINANCE AMENDING CHAPTER 39, ARTICLE X, DIVISION 1, TO AMEND SECTION 39-201 AND AMENDING CHAPTER 22, ARTICLE II, TO ADD A NEW SECTION 22-20 OF THE CODE OF ORDINANCES OF THE CITY OF MOBILE

Sponsored by: Councilmember Reynolds

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

SECTION I. THE CODE OF ORDINANCES OF THE CITY OF MOBILE, AT CHAPTER 39, ARTICLE X, DIVISION 1, SECTION 39-201 is hereby amended and restated in full as follows:

Sec. 39-201. Fireworks during Mardi Gras.

(a) Definitions.

(1) For purposes of this section only, the term "fireworks" shall include fireworks as defined by the International Fire Code, as adopted by the City of Mobile, including Novelties and Sparkling Devices, as defined in ALA. CODE § 8-17-210 (10) and (15).

(2) For purposes of this section, the “Period Observed as Mardi Gras” shall run from 12:01 a.m. on the fourteenth day prior to Ash Wednesday to 6:00 a.m. on Ash Wednesday.

(3) For purposes of this section, "public" shall be defined as an area open to all persons, maintained by or for the people at large, including but not limited to public streets, sidewalks, alleyways, and buildings.

(b) Use. It shall be unlawful and an offense against the city for any person to use any type of fireworks as defined in this section in public in the city, during the Period Observed as Mardi Gras.

SECTION II. THE CODE OF ORDINANCES OF THE CITY OF MOBILE, AT CHAPTER 22, ARTICLE II is hereby amended by adding a new Section 22-20 as follows:

Sec. 22-20. – Fireworks.

(a) It shall be unlawful for any person to possess, store, offer for sale, sell at retail, or use or explode any fireworks. Fireworks shall include fireworks as defined by the International Fire Code, as adopted by the City of Mobile. The term “fireworks” shall not include Novelties and Sparkling Devices, as defined in ALA. CODE § 8-17-210 (10) and (15), the

sale and use of which shall be allowed at any time subject to the provisions of Mobile City Code § 39-201 and subsection (d) of this section.

(b) Notwithstanding the provisions of subsection (a) of this section, proximate audience displays as set forth in ALA. CODE § 8-17-216.1 shall be legal subject to a fireworks display review which shall be conducted by the City of Mobile Fire Chief or his/her designee(s) (the "fire official") for any such display to determine: (1) all current provisions of the National Fire Protection Association and the International Fire Code, as adopted by the City of Mobile, are met; and (2) proof is shown to the fire official that the display being conducted is done by a competent operator approved by the fire official and that the display is of such character and so located, discharged, or fired so as not to be hazardous to property or endanger any person.

(c) A fee shall be assessed at the time of any application for a fireworks display review as set forth in the schedule of fees for the Mobile Fire and Rescue Department. A copy of the fee schedule is available from the office of the city clerk or on city website.

(d) The foregoing notwithstanding, the fire official may, at any time and from time to time, suspend the outdoor use of Novelties and Sparkling Devices inside the city limits where he/she determines, in his/her sole discretion, that drought conditions, other weather-related conditions, or the promotion and preservation of public safety warrant suspension. It shall be unlawful to use Novelties and Sparking Devices during any such suspension period after a verbal warning to cease from fire or law enforcement officers and shall subject the Novelties and Sparkling Devices to seizure and destruction in accordance with subsection (e) below.

(e) Fireworks possessed, manufactured, stored, sold, handled, or used in violation of this section shall be subject to seizure and destruction by the fire official.

(f) Notwithstanding the foregoing, consumer-grade fireworks as defined in ALA. CODE § 8-17-210(6) shall be lawful for any person to possess, store, offer for sale, sell at retail, or use or explode each year on: (1) New Year's Eve and New Year's Day; and (2) July 3-4. This subsection shall not apply in the event the fire official has suspended the outdoor use of fireworks under the foregoing subsection (d).

SECTION III. MISCELLANEOUS

(a) The provisions of this ordinance are severable. If any part of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(b) That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this ordinance as required by law.

(c) This ordinance shall be in full force and effect within the City of Mobile from and after its adoption and publication as required by law.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Strructure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/21/2023

Renewal Date of Contract:

3/21/2023

Funding Source

Project # 2663 Glass Avenue - ME-151-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2663 Glass Avenue	Cover Memo	3/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/16/2023 - 8:57 AM
City Clerk	Gauthier, Lana	Approved	3/16/2023 -

RESOLUTION

Sponsored by: Councilmember Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2663 Glass Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2663 Glass Avenue** described as:

LOT 669 TRINITY GDNS 4TH ADD MBK 4 P 195 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel Number: 29 02 44 0 009 562

Last Assessed to: HEIR OF EDDIE & KATIE DENNIS, C/O LEON DENNIS

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 14, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 21, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2663 GLASS AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF EDDIE & KATIE DENNIS, C/O LEON DENNIS,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 009 562
COUNCIL DISTRICT 1 –CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

2663 Glass Avenue

Property Details			
	658112	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	08-09-22	Comments	

Property Score			
Score	77 S	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8/29/22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 01/23/2023

Property Address: 2663 Glass Avenue **District No:** 1

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heir of Eddie & Katie Dennis
C/O Leon Dennis
2622 Carver Street
Mobile, Alabama 36617-1705

January 23, 2023

RE: **2663 Glass Avenue**
Project Number: ME-151-22

Dear Leon Dennis:

On December 27, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2663 Glass Avenue.

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

LOT 669 TRINITY GDNS 4TH ADD MBK 4 P 195 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel Number: 29 02 44 0 009 562

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 9, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 9, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 9, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 9, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 21, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **2663 GLASS AVENUE** **AGENDA PHOTOS / DW**





NUISANCE ABATEMENT **2663 GLASS AVENUE** **AGENDA PHOTOS / DW**




2023/03/13



NUISANCE ABATEMENT **2663 GLASS AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2663 GLASS AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2663 GLASS AVENUE** **AGENDA PHOTOS / DW**







NUISANCE ABATEMENT **2663 GLASS AVENUE** **AGENDA PHOTOS / DW**





NUISANCE ABATEMENT **2663 GLASS AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2663 GLASS AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2663 GLASS AVENUE** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: March 21, 2023

State of Alabama
County of Mobile

Subject Property – 2663 Glass Avenue

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **7 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 2663 Glass Avenue Date: September 22, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 22, 2022

Per the Title Report, the owner is: Heirs of Eddie Lee Dennis DOD 7/4/2003 and Katie Dennis DOD 1/2/20220
Note: Could not locate daughter Dorothy Dixon per obituary. Possible misprint in Obituary. Already listed One daughter named Dorothy Ann Dennis.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Leon Dennis 2622 Carver St Mobile AL 36617-1705	Heir/Son of Eddie Lee Dennis and Katie Dennis Phone number 251-452-2030 Phone number 251-307-5604
2	Leon Dennis 623 Monday St Mobile AL 36603-6066	Secondary Address
3	Ruby Giddings 613 Old Forge Ln University Park IL 60484-3327	Heir/Daughter of Eddie Lee Dennis and Katie Dennis Phone number 708-534-5760 Phone number 708-254-5119
4 5	Dorothy Dennis 2622 Carver St Mobile AL 36617-1705	Heir/Daughter of Eddie Lee Dennis and Katie Dennis Phone number 251-452-2030 Phone number 251-259-0445
5 4	Patience Dennis 2622 Carver St Mobile AL 36617-1705	Heir/Daughter of Eddie Lee Dennis and Katie Dennis Phone number 251-452-2030 Phone number 251-259-0445
6	Owner 2663 Glass Ave Mobile AL 36617-1970	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

7	Midland Funding LLC c/o Ben Louis Zarzaur PO Box 11366 Birmingham AL 35202	Midland Funding LLC vs Leon Dennis Recorded 7/15/2016 bk7401 pg1637

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - C J Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/21/2023

Renewal Date of Contract:

3/21/2023

Funding Source

Project # 1254 Eslava Lane - ME-141-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1254 Eslava Lane	Cover Memo	3/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/16/2023 - 8:55 AM
City Clerk	Gauthier, Lana	Approved	3/16/2023 -

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 **1254 Eslava Lane** 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 **1254 Eslava Lane** described as:

LOT 27 BLK 4 FULTON RIDGE ESTS MBK 4 PG 110 #SEC 32 T4S R1W #MP29 11 32 4 003

Parcel Number: 29 11 32 4 003 044

Last Assessed to: VINCENT L & NONNIE M PARKER

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 14, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 21, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1254 ESLAVA LANE** OWNED BY OR MAY HAVE AN INTEREST: **VINCENT L & NONNIE M PARKER,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 11 32 4 003 044
COUNCIL DISTRICT 3 –C J SMALL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

Re-checked on 8-25-22 JF
Site Inspection

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1254 ESLAVA LN

Property Details

PARCEL KEYX	**00959323**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	**Residential**	FLOOD ZONE	

Survey Results

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

Property Score

SCORE	**51**	SCORE DISCRIPTION	**Demo**

Notes

Re-checked on 8/25/22 JF

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8/29/22

Voted 5 to 0 For Demolition JF

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 01/23/2023

Property Address: 1254 Eslava Lane **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. Repair or remove the dilapidated carport/structure at left of main house.

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

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

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

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

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

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

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

☒ 15. Yard is overgrown with weeds and/or covered with litter and debris. Secure all windows and doors on vacant house.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Vincent L & Nonnie M Parker
3013 Westgate Street
Mobile, Alabama 36606-2809

January 23, 2023

RE: **1254 Eslava Lane (fka Drive)**
Project Number: ME-141-22

Dear Vincent L & Nonnie M Parker:

On December 27, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1254 Eslava Lane (fka Drive).

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

LOT 27 BLK 4 FULTON RIDGE ESTS MBK 4 PG 110 #SEC 32 T4S R1W #MP29 11 32 4 003

Parcel Number: 29 11 32 4 003 044

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 9, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 9, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 9, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 9, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 21, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1254 ESLAVA LANE** **AGENDA PHOTOS / DW**



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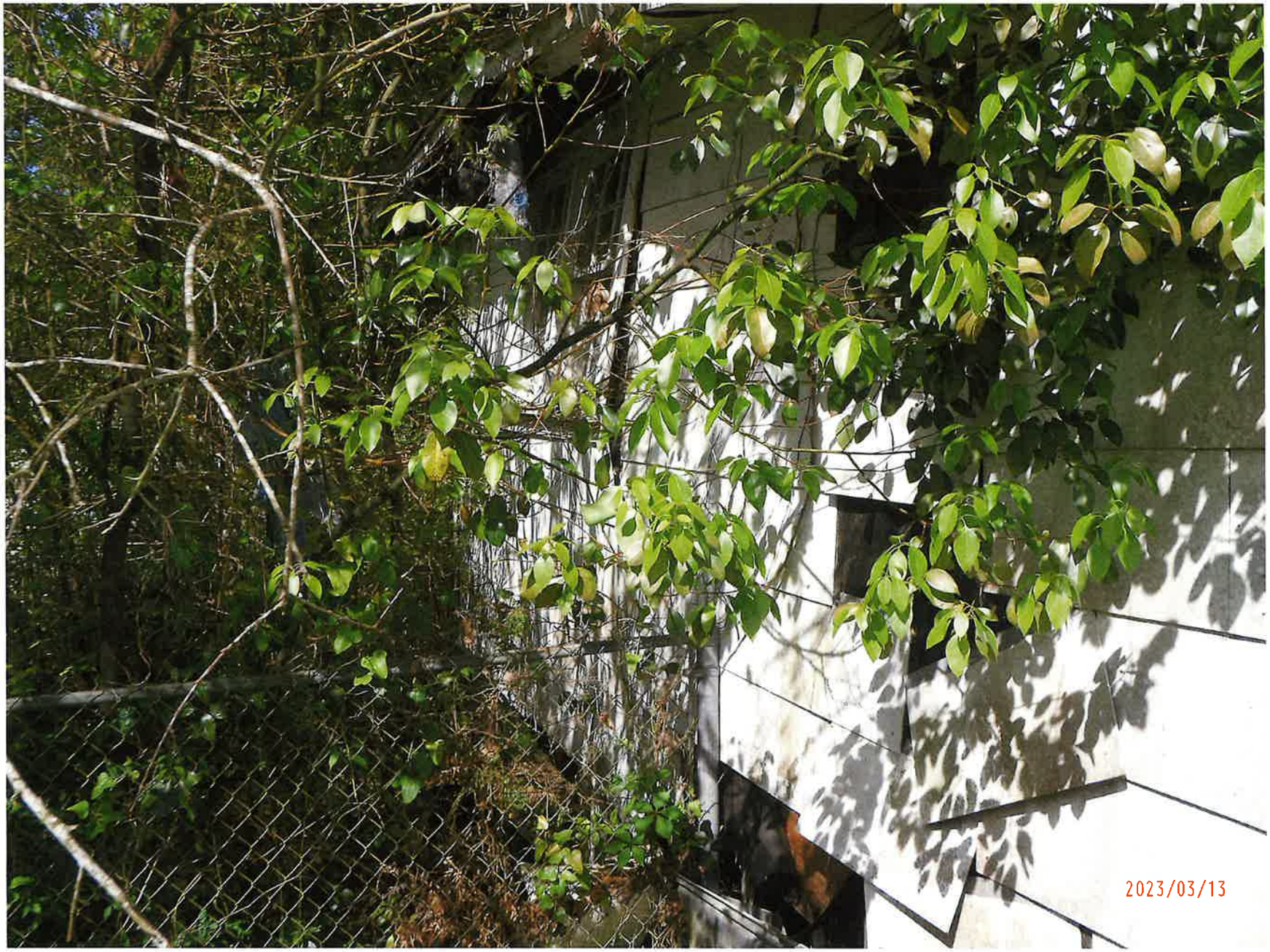
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2023/03/13

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Affidavit of Mailed Notice

Date: March 21, 2023

State of Alabama
County of Mobile

Subject Property – 1254 Eslava Lane

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

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

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **1254 Eslava Lane** Date: October 7, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 20, 2022

Per the Title Report, the owner is: Vincent Lernard Parker and Nonnie M Parker

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Nonnie Parker 3013 Westgate St Mobile AL 36606-2809	Owner Phone number 251-680-4877 Phone number 251-298-0135
2	Nonnie Parker 114 N Julia St Mobile AL 36604-2223	Secondary Address
3	Nonnie Parker 1254 Eslava LN Mobile AL 36605-2308	Subject Address
4	Vincent L Parker 1618 Gregory Mills Dr Smyrna TN 37167-3875	Owner Phone number 615-618-5054 Phone number 334-298-0135

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

Preliminary Engineering and Construction Agreement with ALDOT and the Mobile County Commission to establish a Regional Transportation Operations Program (RTOP) leveraging Carbon Reduction Program funds for the City's portion of the work. The overall scope of the project includes updating traffic signal timing plans, upgrading controllers, installing network devices, and implementing traffic signal coordination at the remaining intersections in the City that are not already funded with another capital project.

Funding Source

Project # Regional Transportation Operations Program (RTOP) Congestion Management CRPMB-STPMB-NR23( ) (C0854) **Discretionary Funds**

Project String 20002000.48010 **Contract Number:**

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

Grant Funds $514.582.24 **Matching Funds** $128,645.56

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/8/2023
PE/CN Agreement	Backup Material	5/8/2023
Capital Summary Sheet	Backup Material	5/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	5/8/2023 - 3:14 PM
Capital	Rhodes, Brenda	Approved	5/8/2023 - 3:44 PM

Legal	Kern, Chris	Approved	5/10/2023 - 12:19 PM
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 3:15 PM

R E S O L U T I O N

Sponsored by: William S. Stimpson, Mayor

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

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Traffic signal upgrades for the City of Mobile and Mobile County (PTZ Cameras, replacement of cabinets, detection, etc.) for the RTOP Program; Project# CRPMB-STPMB-NR23( ); CPMS Ref# 100076377 and 100076381.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the ____day of _____, 20____ , and that such resolution is on file in the City Clerk's Office.

ATTESTED:

_____ _____

City Clerk Mayor

_____day of _____, 20_____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_____day of _____, 20_____ .

_____

City Clerk

(AFFIX SEAL)

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME:_____

CAPITAL PROJECT #_____ **DATE OF RECEIPT**_____

DEPT. PROJECT #_____

PROJECT DESCRIPTION_____

_____

CONTRACT AMOUNT _____ MATCH AMOUNT

VENDOR NAME _____

VENDOR NUMBER_____

DEPT #_____ **DEPT NAME**_____

CONTRACT ADMINISTRATOR_____

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages***.

Prepared by: _Mary E Bergin_____ **Date** _____

Revised 5/16/2022 Tiffany Hollins

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Don Rose, Procurement

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Three-year exclusive franchise agreement with Neutron Holdings, Inc, dba Lime to operate a shared micromobility device system on City highways, streets, and bikeways.

Amount of Contract:

Lime pays City $5K annually + $0.15/trip

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

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package Lime	Cover Memo	5/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Holt, Robert	Approved	5/10/2023 - 3:20 PM
Legal	Kern, Chris	Approved	5/11/2023 - 9:49 AM
Legal	Kern, Chris	Approved	5/11/2023 - 9:50 AM
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 2:52 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.*

RESOLUTION APPROVING FRANCHISE AGREEMENT WITH NEUTRON HOLDINGS, INC. d/b/a LIME FOR OPERATION OF A SHARED MICROMOBILITY DEVICE SYSTEM AND DEPLOYMENT OF SHARED MICROMOBILITY DEVICES

Sponsored by: Mayor William S. Stimpson

WHEREAS, proposals for the operation of a shared micromobility device system and the deployment of micromobility devices were solicited in a Request for Proposals posted on November 3, 2022 [RFP 2022 - 5743]; and,

WHEREAS, following the receipt of proposals a committee evaluated each proposal, selected Neutron Holdings, Inc. d/b/a Lime as having submitted the proposal that best met the City's needs and objectives, and determined that Neutron Holdings, Inc. d/b/a Lime best demonstrated the ability to provide innovative, affordable and reliable services; and,

WHEREAS, section 220 of the Constitution of Alabama provides that no person, firm, association, or corporation shall be authorized or permitted to use the streets, avenues, alleys, or public places of any city for the operation of a private enterprise without first obtaining the consent of the proper authorities of the city; and,

WHEREAS, section 39-19-2 of the Code of Alabama provides that a shared mircromobility device system may not operate or deploy shared micromobility devices on the public highways and bikeways without first obtaining authorization or permission from the applicable municipality in which the shared micromobility device system will be operated; and,

WHEREAS, section 11-44C-29 of the Code of Alabama provides that no resolution or ordinance granting any person, firm or corporation any franchise or right to use the streets, public highways, thoroughfares or public ways of the City shall take effect and be enforced until thirty (30) days after final enactment of same by the Council and publication of said resolution or ordinance in full once a week for three consecutive weeks in a newspaper of general circulation in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, as follows:

1. That the Franchise Agreement for Use of City Streets and Rights-of-Way for Shared Mobility Services Between the City of Mobile, Alabama and Neutron Holdings, Inc., d/b/a Lime, is hereby approved by the Council, and the Mayor and the City Clerk are authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the said Franchise Agreement and to take all actions necessary to effectuate said Agreement. A copy of said Franchise Agreement is on file in the office of the City Clerk.

2. That Neutron Holdings, Inc. d/b/a Lime is hereby authorized and granted permission to operate a shared micromobility device system and deploy shared micromobility devices on the public highways, streets, and bikeways of the City of Mobile pursuant to and in accordance with the terms and conditions of the Franchise Agreement.

3. That this Resolution shall take effect thirty (30) days from the date it is adopted in accordance with section 11-44C-29 of the Code of Alabama.

4. That this Resolution shall be published in full once a week for three consecutive weeks in a newspaper of general circulation published in the City of Mobile.

ADOPTED:

_____

CITY CLERK

FRANCHISE AGREEMENT

FOR USE OF CITY STREETS AND RIGHTS-OF-WAY

FOR SHARED MOBILITY SERVICES

BETWEEN

THE CITY OF MOBILE, ALABAMA

AND

NEUTRON HOLDINGS, INC. d/b/a LIME

_____

WHEREAS, the CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA has by duly adopted Resolution authorized the grant of an exclusive franchise to Neutron Holdings, Inc. d/b/a Lime for the operation of a shared micromobility device system in the City of Mobile and the deployment of micromobility devices on the public highways, streets, and bikeways of the City pursuant to and in accordance with Section 11-44C-29 of the Code of Alabama.

NOW, THEREFORE, this Agreement is made and entered into this _____ day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter referred to as "CITY") and NEUTRON HOLDINGS, INC. d/b/a LIME (hereinafter referred to as "LIME").

AGREEMENT

In consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. Grant of Franchise and Permitted Use. Subject to the terms and conditions of this Agreement, the CITY hereby grants to LIME an exclusive franchise to operate a shared micromobility device system and deploy shared micromobility devices on the public highways, streets, and bikeways of the CITY. Lime's operations and deployment shall at all times comply with the requirements of this Franchise Agreement and applicable laws and ordinances.

1.1 This authorization is not a lease or an easement and is not intended and shall not be construed to transfer any real property interest in CITY Property.

1.2 LIME shall not place or attach any personal property, fixtures, or structures on or to CITY Property without the prior written consent of the CITY.

1.3 Authorized users may operate Lime's shared micromobility devices on and about the City's public highways, streets, and bikeways subject to the requirements of this Franchise Agreement and applicable laws and ordinances.

2. Annual Franchise Fee. For and in consideration of the grant of the Franchise and the use permitted thereby, LIME shall pay an annual Franchise Fee to the CITY in the amount of $5,000.00, plus $0.15 (15 cents) per trip, payable as follows:

(a) The initial payment of $5,000.00 shall be due and payable within ten (10) days following the Commencement Date stated in paragraph 12 of this Agreement.

(b) Subsequent annual payments of $5,000.00 shall be due and payable on the yearly anniversary of the effective date of this Agreement.

(c). Per trip fees shall be calculated based upon $0.15 (15 cents) per trip, shall accrue at the time of each trip and be paid on a monthly basis, and shall be remitted to the CITY on or before the 10th business day of the calendar month following the month in which the trips were taken.

3. Condition of CITY Property. CITY makes the public highways, streets, and bikeways of the CITY available to LIME and its authorized users in an "as is" condition. CITY makes no representations or warranties concerning the condition of the public highways, streets, and bikeways or their suitability for use by LIME or its customers and assumes no duty to warn either LIME or its customers concerning conditions that exist now or may arise in the future.

3.1 CITY assumes no liability for loss or damage to LIME's bikes, scooters, or other property. LIME agrees that CITY is not responsible for providing security at any location where LIME's bikes are stored or located, and LIME hereby waives any claim against the CITY in the event LIME's bikes or other property are lost or damaged.

4. Maintenance and Care of Property. LIME expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of LIME employees use of CITY Property. Should LIME fail to repair, replace or otherwise restore such real or personal property,

LIME expressly agrees to pay CITY's costs in making such repairs, replacements or restorations.

5. Operations & Maintenance. Lime's operation of a shared micromobility device system and deployment of shared micromobility devices on the public highways, streets, and bikeways of the CITY are subject to the following operational and maintenance requirements:

5.1 Shared micromobility devices are not permitted to be operated or ridden on any sidewalk in the downtown area bounded by Water Street on the East, St. Francis Street on the North, Scott Street on the West, and Conti Street on the South.

5.1.1 Lime will use in-app messaging to advise and educate riders that they are to avoid riding on sidewalks.

5.1.2 When and as it may become available, Lime will utilize Advanced Sidewalk Detection Technology on its e-bikes and e-scooters that will provide audible reminders to keep riders off of sidewalks, that sends an in-app message reminding riders to ride in the street, and that will allow Lime to safely slow riders who are on sidewalks for a prolonged period of time.

5.2 Use of the public highways, streets, and bikeways shall, at a minimum: (a) not adversely affect CITY Property or the CITY's streets or sidewalks; (b) not adversely affect the property of any third parties; (c) not inhibit pedestrian or vehicular movement within, on, or about the public highways, streets, bikeways. or sidewalks or along other property or rights-of-way, and (d) not create conditions which are a danger to public safety and welfare.

5.3 Parking. Shared micromobility devices shall not be allowed to park on a sidewalk in a manner that impedes the normal or reasonable movement of pedestrian or other traffic or in violation of municipal parking regulations. Bicycles and scooters shall not be allowed to be parked in a way that impedes the regular flow of vehicular traffic in the public way, that blocks or impedes the regular flow and movement of pedestrian traffic on sidewalks, or that blocks, impedes, or otherwise interferes with pedestrian ingress or egress to any building, store, business, restaurant, place of public accommodation, office, or private residence.

5.3.1. Bicycles and scooters shall be upright when parked, and any bicycle or scooter that is parked in violation of this Agreement or CITY Code shall be re-parked in a correct manner or shall be removed in accordance with the following schedule:

- 6am to 6 pm on weekdays, not including holidays: within three (3) hours of receiving notice

- All other times: within twelve (12) hours of receiving notice.

5.3.2 Lime will use in-app messaging to advise and educate riders that shared micromobility devices must be parked upright and out of the way of pedestrian traffic.

5.3.3 Lime and the City will work together to create designated locations within the downtown area where riders will be required to start and end their trip.

5.4 LIME will respond to Customer Service calls in accordance with **Exhibit A** and will cover all maintenance costs for the bike fleet and maintain the minimum level of service and reporting outlined in **Exhibit A**. LIME will maintain a customer service phone number for customers to report safety concerns, complaints, or ask questions, with at minimum 8 am to 8 pm response and a 24/7 after-hours service with the ability to capture customer service messages. LIME will track Customer complaints and comments, as well as the resolution of any such complaints.

5.5 LIME will employ a local general manager and will provide the CITY with the name, phone number, and email for the general manager. This information must be updated and current with the CITY at all times and within 24 hours of any changes.

5.6 LIME must be able to remotely lockdown a bicycle or scooter if maintenance issues are reported and validated.

5.7 All bicycles must meet the minimum standards set forth in 16 CFR Part 1512 ISO 4210-2:2015, as those standards currently exist or may hereinafter be amended.

5.8 All bicycles and scooters must be equipped with a working front light and at minimum a rear red reflector.

5.9 All bicycles and scooters must be equipped with GPS for security and locating the device through the mobile app.

5.10 All bicycles must be equipped with a bell, an adjustable seat, and brakes. All scooters must be equipped with a brake which will enable the operator to make the braked wheels skid on dry, level, clean pavement.

5.11 The LIME company logo must appear on all bicycles and scooters, with a customer service number present for consumer use. LIME has the right to display on all bicycles and scooters the logo or other signage of any corporate sponsor so long as

such logo or signage does not interfere with or obscure the LIME company logo and customer service number.

5.12 Each bicycle and scooter provided by LIME must have a unique identifiable number located on the bicycle or scooter that is visible to the user.

5.13 Any inoperable bicycle or scooter, or any bicycle or scooter that is not safe to operate, shall be removed from the right-of-way within 24 hours of notice.

5.14 No bicycle or scooter shall be parked in one location for more than seven (7) consecutive days.

5.15 Upon termination of this Agreement by either party, LIME shall, at its sole cost and expense, immediately remove all bikes, scooters, and its other property from the public ways.

5.16 Performance Guarantee. LIME shall provide a performance guarantee to the CITY. The guarantee may be in the form of cash, a performance bond issued by a surety authorized to do business in the State of Alabama, or other form of bond acceptable to the CITY. The amount of the guarantee shall be determined as follows:

- If LIME deploys 0 to 1,000 bicycles or scooters, or any combination thereof, in the CITY at any time, the amount of the guarantee shall be $10,000.00.

- If LIME deploys 1,001 to 1,500 bicycles or scooter, or any combination thereof, in the CITY at any time, the amount of the guarantee shall be $15,000.00.

- If LIME deploys 1,501 to 2,000 bicycles or scooters, or any combination thereof, in the CITY at any time, the amount of the guarantee shall be $20,000.00.

- If LIME deploys greater than 2,000 bicycles or scooters, or any combination thereof, in the CITY at any time, the amount of the guarantee shall be $50,000.00.

5.17 Deployment. LIME will initially deploy between 250 and 300 scooters and will work with the CITY to determine the appropriate mix of scooters and bikes based on usage. LIME shall notify the CITY in writing two (2) weeks in advance of expanding or decreasing its fleet beyond the initial deployment and must provide current usage

reports with a qualifying narrative explaining the reason for the change. LIME must receive written approval from the CITY for any expansion beyond 1,000 vehicles. LIME shall provide proof of the updated performance guarantee before expanding its fleet.

Lime will deploy 100% of its fleet in designated parking locations each morning. Bikes and scooters will be rebalanced when a vehicle has not moved in over seven (7) days or is inappropriately placed, reported through Lime's customer service channel, or is illegally parked, or are in need of repair.

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5.18 Geofencing. LIME will implement technology to create geofenced zones in any sensitive areas as well as during special events. The geofencing zone types shall include:

- Service Zone (Boundary Limits): Riders cannot travel outside the Service Zone.

- Slow Zone: Upon entering a slow zone, the e-scooter's speed is automatically and gradually reduced to a pre-set limit.

- No-Parking Zone: Riders are prevented from ending their trip in a no-parking zone.

- No-Ride Zone: In a No-Ride Zone the e-scooter throttle will deactivate and users must physically roll the vehicle outside the zone in order to re-accelerate or end the trip. No-Ride Zones shall be implemented in parking garages.

5.19 Special Events. For special events, including but not limited to Mardi Gras and New Year's Eve events, LIME will coordinate with the event staff and the CITY to improve access to the event and aid attendees that must park a significant distance away. This shall be done in consultation with the Mobile Police Department and shall include but not be limited to the following:

- Increases or decreases in the number of deployed micromobility devices.

- Additional and more frequent rebalancing to accommodate higher utilization, including additional staff as may be required.

- Implementation of geofenced zones to prevent parking or riding in specific venues or areas and/or to limit the speed of e-scooters at or near specific venues or areas.

- Communication with users about the event and any operational

changes.

• Providing discounted rides to encourage non-car transportation.

• Establishment of temporary parking corrals and No-Ride Zones to manage usage and parking at or near the event site.

• Providing valet parking where LIME staff facilitates organized parking at or near the event staff.

5.20 User Education. LIME will implement and utilize education for the users of micromobility devices that will include a “how-to-ride” tutorial and an in-app quiz that users must take before the first time they use a LIME scooter. This tutorial will include local rules for usage of micromobility devices, including safe operation, helmet safety, parking requirements and limitations, and age limitations. LIME will also implement a discretionary “Training Mode” which allows users to reduce their maximum speed to 5 mph while they learn to ride an e-scooter.

In addition, LIME will implement “Impaired Riding Deterrence” starting at 10 pm daily that requires users to perform a cognitive task in the app and see advisory messages before unlocking a vehicle for use.

5.21 Emergency Conditions and Preparedness. Within thirty (30) days of the effective date of this Agreement, LIME shall submit to the CITY an emergency preparedness plan for how LIME will prepare for and respond in event of a hurricane, tropical storm, flooding, or any other emergency event that may impact the placement of bicycles or scooters or the provision of the shared mobility services contemplated by this Agreement. Such plan shall include, but not be limited to, the timing of when LIME will remove bicycles and scooters from the sidewalks and other open areas after the CITY has been placed under a hurricane or tropical storm watch or warning. After the emergency preparedness plan has been submitted to and accepted by the CITY, said plan shall become a part of this Agreement and shall be fully enforceable as if it were fully set forth herein.

6. Indemnification. LIME shall defend, indemnify, and hold harmless CITY, its officers, officials, employees, agents, invitees, and volunteers from and against any and all bodily injury, personal injury, loss of life, property damage (whether to CITY property or to the property of a third party), liability, claims, suits, actions, damages, demands, costs, or expenses of any kind or nature, including without limitation court costs and reasonable attorneys' fees, caused by, incident to, resulting from, arising out of, or occurring in connection with any of the following, except as to incidents arising out of the sole negligence or willful misconduct of the City:

(a). LIME’s operation of a shared micromobility device system, the deployment of shared

micromobility devices, or LIME's performance, or failure to perform, any of the obligations of this Agreement, or

(b). Any occurrence upon, at or from CITY Property or occasioned wholly or in part by the entry, use, or presence upon CITY Property by LIME or by anyone making use of CITY Property at the invitation or sufferance of LIME, except such loss or damage which was caused by the sole negligence or willful misconduct of CITY, or

(c). Use of LIME's bikes, scooters, or other shared micromobility devices by any individual, regardless of whether such use was with or without the permission of LIME, including claims by users of the bikes or third parties; or,

(d). LIME's use or occupancy of CITY streets, sidewalks, or public ways as may be permitted or allowed pursuant to this Agreement.

The indemnification requirements of this Agreement shall apply to claims for loss of life, bodily injury, personal injury, property damage (whether damage to CITY property or damage to the property of a third party), or equitable relief. LIME agrees and acknowledges that any insurance required to be maintained by LIME shall in no way limit LIME's responsibility to defend, indemnify, and hold harmless the CITY, its officers, officials, employees, agents, invitees, and volunteers as herein provided.

It is the intention of the parties that this indemnity be broadly construed and applied in favor of the CITY. LIME makes this Agreement on behalf of itself and its successors and assigns for the sole benefit of the CITY.

6.1 LIME's indemnification obligations shall survive the termination of this Agreement and continue for so long as any indemnitee is subject to, or involved in, any possible action, suit, proceeding, or other assertion of any liability or claim for which indemnity is required.

7. Insurance. LIME, at its sole expense, shall procure and maintain for the duration of this Agreement Commercial General Liability Insurance coverage issued by a company licensed to do business in the State of Alabama with an AM Best rating of not less than "A minus" insuring against claims arising out of LIME's operations in the CITY and the claims for which LIME has indemnified the CITY pursuant to paragraph 6 of this Agreement. Such insurance shall provide comprehensive general liability

coverage written on an occurrence basis that insures against claims for bodily injury, including death, and property damage with limits of not less than

(i) One Million Dollars ($1,000,000.00) per occurrence for death, bodily injury, personal injury, and property damage; and,

(ii) Two Million Dollars ($2,000,000.00) aggregate for each occurrence.

7.1 The insurance required to be provided herein shall be underwritten by an insurance company approved by CITY, which approval shall not be unreasonably withheld.

7.2 Each insurance policy shall name the CITY as an additional insured. A blanket additional insured endorsement must be issued by each insurance company on ISO form CG 20 29 04 13 or equivalent. This endorsement must be issued by each insurance company and notation of the CITY as an additional insured on a Certificate of Insurance is not compliance with this requirement. A copy of the endorsement shall be provided to the City prior to the Commencement Date stated in paragraph 11 of this Agreement.

7.3 LIME's insurance coverage shall be primary and noncontributory, and each policy shall include a blanket endorsement stating that the coverage provided is primary and noncontributory. An endorsement must be issued by each insurance company utilizing ISO form CG 20 01 04 13 or equivalent. This endorsement must be issued by each insurance company and a notation on a Certificate of Insurance is not compliance with this requirement. A copy of the endorsement shall be provided to the City prior to the Commencement Date stated in paragraph 11 of this Agreement.

7.4 Any insurance or self-insurance maintained by the CITY shall be in excess of LIME's insurance and shall not contribute with it.

7.5 Each insurance policy shall include a waiver of subrogation and shall include a blanket endorsement stating that the insurance company waives any right of subrogation or recovery it may have against the CITY. An endorsement must be issued by each insurance company utilizing ISO form CG 24 04 05 09 or equivalent. This endorsement must be issued by each insurance company and a notation on a Certificate of Insurance is not compliance with this requirement. A copy of the endorsement shall be provided to the City prior to the Commencement Date stated in paragraph 11 of this Agreement.

7.6 Each insurance policy shall include a blanket endorsement stating that coverage shall not be suspended, voided, or cancelled, or reduced in coverage or in limits, except after thirty (30) calendar days prior written notice by certified mail, return

receipt requested, has been given to CITY. This endorsement must be issued by each insurance company and a notation on a Certificate of Insurance is not compliance with this requirement. A copy of the endorsement shall be provided to the City prior to the Commencement Date stated in paragraph 11 of this Agreement.

7.7 A Certificate of Insurance evidencing each policy of insurance coverage obtained by LIME and the fact that the CITY is an additional insured on each policy shall be provided to the CITY prior to the Commencement Date stated in paragraph 12 of this Agreement.

8. Workers' Compensation. LIME shall comply with the Alabama Workers' Compensation Laws. Proof of compliance shall be provided to the City prior to the Commencement Date stated in paragraph 11 of this Agreement.

9. Compliance with Law. LIME, at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of CITY Property and the operation of its bike share and shared mobility program, including but not limited to laws governing the operation of bicycles, scooters, and other shared mobility devices. If any license, permit, or other governmental authorization is required for LIME's lawful use or occupancy of CITY Property or any portion thereof, LIME shall procure and maintain such license, permit and/or governmental authorization throughout the term of this Agreement. CITY shall reasonably cooperate with LIME, at no additional cost to CITY, such that LIME can properly comply with this Section and be allowed to use CITY Property as specified in Section 2, above.

9.1 LIME shall, prior to the commencement of services and the deployment of any bikes or scooters, register to do business in the State of Alabama and obtain all necessary business licenses from the City and the County of Mobile.

10. Required Reports. LIME shall provide quarterly reports to the CITY concerning utilization of its shared mobility devices and route usage and shall cooperate with the CITY in the collection and analysis of aggregated data concerning its operations. In addition, LIME shall provide monthly reports of the number of bicycles and scooters that have been deployed or are in circulation within the CITY limits.

11. No Joint Venture. It is agreed that the CITY has no financial interest in the business of LIME, and the CITY shall not be liable for any debts or obligations incurred by LIME, nor shall the CITY be deemed or construed to be a partner or joint venturer of LIME. LIME shall conduct its operations as an independent entity in every respect and shall not be deemed to be an agent of the CITY. LIME shall not use the name or credit of the CITY in purchasing or attempting to purchase any equipment, supplies or other things whatsoever. Nothing in this Agreement shall be in any way

construed as expressing or implying that the parties hereto have in any manner agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

12. Term. This Agreement shall commence on the __ day of _____, 2023 (the "Commencement Date") and shall be in effect for a term of three (3) years after the Commencement Date, unless renewed or earlier terminated pursuant to Section 13, below.

13. Termination. This Agreement may be terminated prior to the expiration date set forth in Paragraph 12, above, upon the occurrence of any of the following conditions:

(a). Upon delivery of written notice from CITY to LIME terminating this Agreement for any reason, or for no reason, by giving at least sixty (60) days' written notice to LIME of such termination.

(b). Any attempt to transfer or assign this Agreement, unless done so in accordance with section 14 of this Agreement.

13.1 LIME shall not terminate this agreement without first giving at least 60 days' written notice of plans for termination.

14. Obligations of LIME following expiration or termination. Upon termination of this Agreement, whether upon the expiration date or termination prior to the expiration date by either party in accordance with the terms hereof, LIME shall:

(a). At its sole cost and expense, immediately remove its bicycles, scooters, and other property from the public way. Any bicycles, scooters, or other property remaining on CITY Property fourteen (14) or more days after the date of termination shall be disposed of by the CITY, and LIME shall be responsible for the costs and expenses incurred by the CITY in the collection and disposal of said property;

(b). Remit within ten (10) days all fees and other amounts, including any unpaid amounts of the Franchise Fee, that are accrued and owing to the city; and,

(c). Continue to indemnify the CITY, its officers, employees, agents, invitees, and volunteers as provided in Section 6 of this Agreement.

15. No Assignment Allowed without prior written consent. LIME acknowledges that its identity and peculiar capacity to provide the services and fulfill

its obligations under this Agreement constitute a material consideration for the CITY's having entered into this Agreement. Therefore, LIME shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of the CITY. Any such transfer or assignment without the prior written consent of the CITY shall be null and void and shall be cause for the immediate termination of this Agreement.

16. Merger. This Agreement is the final expression of the Agreement of the parties, and the complete and exclusive statement of the terms and conditions agreed upon, and shall supersede all prior negotiations, understandings, statements, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

17. Amendment. Any alterations, variations, modifications, amendments, or waivers of the provisions of this Agreement, in whole or in part, shall only be valid when they have been reduced to writing and signed by the authorized representatives of both parties.

18. Permits and Licenses. LIME shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations, and assurances necessary in order to carry out the obligations of this Agreement. LIME shall obtain necessary business licenses authorizing it to conduct business in the CITY prior to the Commencement Date stated in paragraph 12 of this Agreement.

19. Applicable Law and Venue. This Agreement shall be deemed to be executed in the City of Mobile, Alabama, and shall be governed and construed in all respects, including validity, interpretation, effect, and enforcement, in accordance with the laws of the State of Alabama. The parties contract and agree that any claims, disputes, or litigation that may arise out of this Agreement shall be heard, litigated, and finally determined either in the United States District Court for the Southern District of Alabama or in the Circuit Court of Mobile County, Alabama and that venue for any such claims, disputes, or litigation shall be proper in Mobile County, Alabama. LIME agrees to submit itself to the jurisdiction of such courts and hereby waives any defenses it may have to lack of jurisdiction or venue. The parties further contract and stipulate that all obligations or duties to be performed under the terms and conditions of this Agreement are performed by LIME in Mobile County, Alabama.

20. No Third-Party Beneficiary Status Conferred, Created, or Intended. This Agreement, and the undertakings set forth herein, is not intended, and shall not have the effect of, conferring any right or benefit on any person or entity not a party to this Agreement, including any persons that use or intend to use LIME's shared mobility products and services, and any such persons or entities shall not be deemed third-party beneficiaries to this Agreement.

21. Counterparts. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

22. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

23. Legal Compliance. LIME agrees to comply with all requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, as amended by Act No. 2012-491 [codified in Title 31, Chapter 13 of the Code of Alabama], and all applicable provisions of said Act, including all penalties for violation thereof. LIME agrees that it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the term of this Agreement, and any extensions thereof, LIME shall participate in the E-Verify program and shall verify every employee that is required to be verified according to applicable federal rules and regulations. Compliance shall be evidenced by LIME's enrollment in and use of the E-Verify Program.

By signing this Agreement, LIME affirms, for the duration of this Agreement, and any extensions thereof, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if LIME is found to be in violation of the provisions of this section, or the laws referenced herein, it shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

24. Notices. All notices to any party concerning or related to this Agreement shall be directed as follows:

TO THE CITY OF MOBILE:

City of Mobile
Attention: Mayor
Post Office Box 1827
Mobile, Alabama 36633

With copies to:

City of Mobile
Attention: Chief Procurement Officer
Post Office Box 1827
Mobile, Alabama 36633

City of Mobile
Attention: City Attorney

Post Office Box 1827
Mobile, Alabama 36633

TO LIME:

Neutron Holdings, Inc.
Attention:
85 Second Street
Floor 1
San Francisco, California 94105

AGREED TO by and between the CITY OF MOBILE and NEUTRON HOLDINGS, INC. d/b/a LIME as of this ____ day of _____, 2023.

CITY OF MOBILE

By: _____
WILLIAM S. STIMPSON
As its: Mayor
Dated: _____

ATTEST:

_____
LISA C. LAMBERT
CITY CLERK

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, a Notary Public in and for said State and County, hereby certify that WILLIAM S. STIMPSON, as Mayor of the City of Mobile, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the ____ day of _____, 2023.

_____
NOTARY PUBLIC
My Commission expires: _____

NEUTRON HOLDINGS, INC.
d/b/a LIME

By: ROBERT GARDNER
As its:
Dated: 5/4/23

~~STATE OF~~ Washington

~~COUNTY OF~~ DC

I, Edward Wiley Shelton, a Notary Public in and for said State and County, hereby certify that Robert H. Gardner, as DIRECTOR of NEUTRON HOLDINGS, INC., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, and with full authority to act for and on behalf of said corporation, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 4 day of MAY, 2023.

Ed Wiley Shelton
NOTARY PUBLIC
My Commission expires: 05/14/2024

EDWARD WILEY SHELTON NOTARY PUBLIC DISTRICT OF COLUMBIA MY COMMISSION EXPIRES 05/14/2024

Performance Indicator	Description	Measurement Tool	Minimum Performance Standard
App and Customer Service Portal	Percentage of time Lime's website and mobile app are functioning	Uptime reporting	99.5% uptime
Device hours of operation	Hours in the day vehicles are available to rent	Web-based	24 hours a day 7 days a week
Device availability	Percentage of fleet in service and available to rent	Uptime reporting	75%
Customer Service response time	Average response time to customer service requests	Quarterly reporting	Acknowledgement within 2 hours, resolution within 24 hours
Vehicle maintenance and inspection	Maintenance protocols and frequency	Quarterly reporting	1. Maintenance checks on devices every 120 miles or 125 trips, whichever comes first. 2. In-field checks whenever a device is touched 3. Vehicle removed from service whenever vehicle internal health checks detect a problem
Data availability	Data available to the City	Quarterly Reporting	1. Reporting on key program statistics 2. Reporting on customer service statistics and response times 3. Summary of vehicle repairs Additionally, Lime will provide the City with access to our Insights Dashboard, which details the following: ● Number of trips taken ● Number of riders ● Total distance traveled ● CO2 saved ● Median distance traveled

			● Median time of all trips ● Map of most frequently ridden trip segments

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/10/2023

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

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

PRODUCER
Aon Risk Insurance Services West, Inc.
San Francisco CA Office
425 Market Street
Suite 2800
San Francisco CA 94105 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The First Liberty Insurance Corporation	33588
INSURER B:	Lloyd's Syndicate No. 1971	AA1120206
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Neutron Holdings, Inc.
DBA Lime
85 Second Street, 1st Floor
San Francisco CA 94105 USA

COVERAGES **CERTIFICATE NUMBER:** 570099378669 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			CSDIG2300005 SIR applies per policy terms & conditions	05/01/2023	05/01/2024	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC6661067212032	12/31/2022	12/31/2023	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)

City of Mobile is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

City of Mobile
205 Government St.
Mobile AL 36602 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570099378669

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AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To execute an agreement between Mobile County Board of School Commissioners and City of Mobile - Gulf Coast Technology Center for the services of GCTC to assess, monitor, and link juveniles demonstrating negative or violent behavior and his/her families with community agencies that provide enhance education education, behavioral and socialization skills.

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	5/11/2023
Agreement	Cover Memo	5/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	5/11/2023 - 1:24 PM
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 3:09 PM
Legal	Kern, Chris	Approved	5/11/2023 - 1:25 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Agreement between the City of Mobile – Gulf Coast Technology Center and the Board of School Commissioners of Mobile County, Alabama, to retain the services of the Gulf Coast Technology Center to assess, monitor and link juveniles demonstrating negative and/or violent behavior and his/her families with community agencies that provide enhanced education, behavioral and socialization skills, and to perform all acts necessary in connection therein, 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

AGREEMENT

BETWEEN

THE BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY

AND

CITY OF MOBILE - GULF COAST TECHNOLOGY CENTER

This Agreement (hereinafter called "Agreement") made and entered into by and between the Board of School Commissioners of Mobile County, (hereinafter called "BOARD"), whose principal place of business is One Magnum Pass, Mobile, Alabama 36618, and the City of Mobile – Gulf Coast Technology Center (hereinafter called "GCTC"), whose address is 2460 Government Blvd, Mobile, Alabama 36606, and to be effective as of the _____ day of _____, 20____.

For and in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOARD and the GCTC hereby agree as follows:

I. **PURPOSE OF AGREEMENT**:

The purpose of this Agreement is for the BOARD to retain the services of the GCTC to assess, monitor, and link juveniles, demonstrating negative and/or violent behavior, and his/her families with community agencies that provide enhanced education, behavioral and socialization skills. The BOARD'S mission is to enhance GCTC services to assist selected schools as designated by the BOARD's Designees to decrease recidivist behaviors that impede the educational process, through data analytics, direct GCTC services to students and families and for professional development on mental health co-response.

II. **TERM OF AGREEMENT**:

This Agreement shall commence on the Effective date above and shall continue for a period not to exceed one year.

III. **PROJECT COST**:

The BOARD shall pay GCTC the sum of ONE HUNDRED AND EIGHTY THOUSAND DOLLARS ($180,000.00), payable for the period from the execution of this Agreement to May 01, 2023. Said funds will be disbursed in two payments; NINETY THOUSAND DOLLARS ($90,000.00) upon the execution of this Agreement and a second NINETY THOUSAND DOLLAR ($90,000.00) payment on November 30, 2023, which shall result from submission of a GCTC invoice to be delivered to the County's Accounting Department.

IV. **SCOPE OF WORK**:

GCTC shall assess, monitor, and link juveniles, demonstrating negative and/or violent behavior, and his/her families with community agencies that provide enhanced education, behavioral and socialization skills. The goal is to reduce potential juvenile crime and violence through prevention and intervention methods.

GCTC agrees to provide five (5) Family Intervention Team ("FIT") specialists in coordination with the Office of Strategic Initiatives to provide schools and family support, establish a mentor relationship, and to monitor each juvenile's progress while he/she is in the program. More time on-site will be evaluated periodically based on needs identified and will be adjusted as necessary by mutual agreement of GCTC and BOARD's Designees, Denise Riemer and Andy Gatewood. GCTC further agrees to leverage the available and applicable resources of the GCTC, to prevent, deter, and detect violent behavior, including training on mental health co-response for designated Mobile County Public School System ("MCPSS") personnel to improve outcomes and minimize threats when addressing situations with students and their families and provide additional targeted resources to faculty, staff and students at transformational schools as selected by BOARD Designees.

V. **Place of Work.** The BOARD shall provide a private space at the respective school for optimal student interaction and maintaining privacy standards.

VI. **Notice.** Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when either (1) hand-delivered to the party's representative below, or (2) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to the party's representative below, at the address set forth herein, or at such other address as a party hereto shall have specified by written notice to the other party hereto delivered in accordance herewith.

If to the **BOARD**: Superintendent of Schools
Board of School Commissioners of Mobile County
P.O. Box 180069
Mobile, Alabama 36618

If to the GCTC: Commander Curtis Graves
Office of Strategic Initiatives
Mobile, AL 36602

Commander Kevin R. Levy
Gulf Coast Technology Center
Mobile, AL 36633

VII. **Time.** The BOARD relies upon the GCTC to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

VIII. **Termination.** This Agreement may be terminated by either party providing fourteen (14) days written notice to the other party as set forth above. In addition, this Agreement may be terminated at any time by mutual, written consent of both parties. The BOARD's Superintendent shall be the BOARD's designee with full authority to terminate this Agreement as set forth above.

IX. **Proration.** This Agreement is contingent upon there being no declared proration of funding by the State of Alabama. Should the BOARD incur any reduction in any funding during any fiscal year during the term of this Agreement, the BOARD shall have the option of immediately terminating this Agreement with no further obligation under this Agreement, as of the effective date of termination, except to make payment to the CONTRACTOR for all services rendered up to the date of termination.

In the alternative, the BOARD shall have the option to offer the GCTC a prorated amount of the monies otherwise due and payable under this Agreement, the prorated amount to be determined by the BOARD. The parties understand and agree that no portion of this Agreement shall be interpreted as imposing any legal obligation to pay any funds beyond any fiscal year during the term of this Agreement.

The provisions of this Section are effective even if the contract is executed after the date proration is declared.

X. **Confidentiality of Student Information/FERPA Compliance**. The GCTC acknowledges the need to protect personal identifying information and other information of the BOARD's students. The GCTC will take reasonable steps to ensure that its employees and all persons providing services hereunder will protect all such information from disclosure without the written consent of students and parents/guardians and will comply with all federal and state laws and regulations pertaining to protection of student information.

More specifically, the GCTC acknowledges that the BOARD has designated the GCTC as a "school official" with "legitimate education interests" in the information of students whose records are being shared under the terms of this Agreement, for purposes of the Family Educational Rights and Privacy Act (FERPA). Furthermore, the GCTC "acts for" and is an agent of the BOARD only for the limited purpose of the GCTC'S receiving protected information within the bounds of FERPA and other applicable federal law and regulations. Nothing in this Agreement is to be construed as establishing an agency relationship between the GCTC and the BOARD for any purpose other than as set out in this paragraph. The GCTC agrees that it will not use or allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the BOARD'S STUDENT EDUCATION RECORDS policy contained in the BOARD'S Student Handbook. The GCTC acknowledges that it has obtained and reviewed a copy of this Policy and fully understands the language set forth therein.

XI. **Criminal Background Checks.** The GCTC agrees that the GCTC and each officer, director, employee, servant, agent, and subcontractor of the GCTC and any other individual who will provide services involving access to and/or communication with students in the GCTC's behalf under this Agreement, will fully cooperate with the BOARD in complying with all laws and regulations regarding criminal background checks. This cooperation will include, but will not be limited to, giving written consent to obtain criminal history background information checks, and providing fingerprints for each individual who will have access to students to either agents of the BOARD or to another entity as directed by the BOARD and authorized by Alabama law. All such individuals must pass the required criminal background check prior to having access to and/or communication with students. As of the date of this Agreement, criminal background checks are being handled through the BOARD's human resources department and processed by the State Board of Education. Nothing contained in this section of the Agreement shall be construed as establishing an agency relationship between the GCTC and the BOARD nor be construed as an assertion of control or reserved right of control over the activities of the GCTC or the agents or employees of the GCTC.

XII. **Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

XIII. **No Assignment.** It is expressly understood and agreed that the services provided by the GCTC require special expertise. Neither this Agreement nor any duties or obligations under this Agreement shall be assignable or delegable by the GCTC unless approved in writing by the BOARD, such approval to be in the sole discretion of the BOARD.

XIV. **Legal Construction.** Should any one or more of the provisions contained in this Agreement for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any of the other provisions of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it. Any ambiguities in this Agreement, or any amendment or exhibit hereto, shall not be resolved against the drafter but shall be construed in accordance with their fair meaning. The parties hereto additionally acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement.

XV. **Choice of Law, Jurisdiction, and Venue.** It is expressly agreed and stipulated that this Agreement shall be deemed to have been made and to be performable in the State of Alabama, County of Mobile, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Alabama. Venue and jurisdiction for any action related to this Agreement shall be proper only in the State or Federal Courts located in Mobile, Alabama.

XVI. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the GCTC and the BOARD and their respective successors, heirs, or assigns.

XVII. **Headings.** The headings in this Agreement are inserted for convenience only and shall not be used to define, limit, or describe the scope of this Agreement or any of the obligations herein, and shall be of no effect in the construction of this Agreement.

XVIII. **Third Parties.** Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any rights, licenses, powers, privileges, or remedies. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty of a party hereto to a non-party to this Agreement.

XIX. **Ownership**. All data collected and all products of work prepared, created, or modified by GCTC in the performance of its obligations under this Agreement, including, without limitation, any and all notes, tables, graphs, reports, files, computer programs, source code. documents, records, disks, original drawings, or other such material, regardless of form and whether finished or unfinished, (collectively, "Work Product") shall become the exclusive property of GCTC, and no reproduction of any portions of such Work Product may be made in any form without the express written consent of GCTC. City shall have all right, title, and interest in such Work Product, including, without limitation, the right to secure and maintain

the copyright, trademark and/or patent of Work Product in the name of GCTC. All such Work Product may be used and distributed for any purpose deemed appropriate by GCTC without the consent of and for no additional consideration owing to the BOARD.

XX. Survival. The representations, warranties and covenants contained or made in the Agreement shall survive the expiration or termination of this Agreement, and the performance of the work contemplated by this Agreement, for the maximum period allowed by law.

XXI. Waiver. The waiver by a party hereto of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent or other breach or violation of that provision, or of any other provision(s) of this Agreement.

XXII. Default. It shall be an event of default hereunder if either party breaches a term or provision of this Agreement and fails to cure such breach within fourteen (14) days after receiving written notice from the other party of such breach.

XXIII. Limitation on Damages. In no event shall the BOARD or any of its Commissioners, officers, employees, agents, or servants be liable to the GCTC for any direct or indirect, special, consequential, or incidental damages or lost profits or punitive damages, arising out of or related to this Agreement, or to the performance of or breach of any provision hereof.

In no event shall the GCTC or any of its Commissioners, officers, employees, agents, or servants be liable to the BOARD for any direct or indirect, special, consequential, or incidental damages or lost profits or punitive damages, arising out of or related to this Agreement, or to the performance of or breach of any provision hereof.

XXIV. No Limitation on Immunity or Other Defenses. Nothing in this Agreement may be construed to limit in any way any immunity afforded to the BOARD and/or its Commissioners, officers, employees, agents, or servants pursuant to federal or state constitutional, statutory, or common law. Nothing in this Agreement may be construed to limit any defense or limitation on damages available at law or in equity to the BOARD and/or its Commissioners, officers, employees, agents, or servants.

Nothing in this Agreement may be construed to limit in any way any immunity afforded to the GCTC and/or its Commissioners, officers, employees, agents, or servants pursuant to federal or state constitutional, statutory, or common law. Nothing in this Agreement may be construed to limit any defense or limitation on damages available at law or in equity to the GCTC and/or its Commissioners, officers, employees, agents, or servants.

XXV. Force Majeure. The parties' obligations under this Agreement are subject to, and neither party shall be liable for, delays or failure to perform caused by or due to fire, flood, water, weather events, labor disputes, power outages, civil disturbances, epidemics, pandemics, quarantines, adverse economic conditions, acts of God or the public enemy, or any other cause beyond the party's reasonable control.

XXVI. Entire Agreement. This Agreement is a complete integration of and supersedes any and all prior understandings, writings, proposals, representations, and/or agreements, both oral and written, between the parties to this Agreement with respect to its subject matter.

XXVII. Immigration - § 31-13-9. 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. If Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.

XXVIII. Open Trade Provision. In compliance with Alabama Act 2016-312, 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.

XXIX. Prohibition Against Financial Interest in Agreement. No elected official or employee of either party shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of either party shall be deemed to be a financial interest of such elected official or employee of that party. Any willful violation of this provision, with the expressed or implied knowledge of either party, shall render this Agreement void.

XXX. Complete Agreement. The parties specifically acknowledge that in entering and accepting this Agreement, each party relies solely upon the representations and agreements contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the parties hereto with regard to the terms, obligations, and conditions herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives who sign below.

CITY OF MOBILE	**BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY**
_____	_____
Signature	Signature
William S. Stimpson	**CHRESAL D. THREADGILL**
Printed Name	Printed Name
Mayor	**Superintendent of Schools**
ATTEST:	**ATTEST:**
_____	_____
City Clerk	

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Project Agreement by and among the City of Mobile, the Mobile County Commission, and Airbus Americas, Inc.

Amount of Contract:

$10,000,000

Effective Date of Contract:

5/23/2023

Funding Source

Project # Project Ramp
Discretionary Funds n/a
Project String C0007
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 authorizing Project Agreement by and among the City of Mobile, the Mobile County Commission and Airbus Americas, Inc.	Resolution Letter	5/11/2023
Project Agreement	Backup Material	5/11/2023
Capital Contract Summary Sheet	Backup Material	5/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	5/11/2023 - 2:29 PM
Legal	Kern, Chris	Approved	5/11/2023 - 2:51 PM
Capital	Rhodes, Brenda	Approved	5/11/2023 - 2:55 PM
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 3:14 PM

A RESOLUTION AUTHORIZING A PROJECT AGREEMENT BY AND AMONG THE CITY OF MOBILE, THE MOBILE COUNTY COMMISSION, AND AIRBUS AMERICAS, INC.

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council (the "City Council") of the City of Mobile, Alabama (the "City"), as follows:

Section 1. The City Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the City and **Airbus Americas, Inc.**, a Delaware corporation (the "Company") have agreed to the terms of that certain Project Agreement to be dated the date of delivery (the "Agreement"), as set forth hereinafter, for the purposes referenced therein.

(b) The Mobile Airport Authority ("MAA") intends to construct a new facility located at the Brookley Aeroplex in the City of Mobile (the "New Facility") with an estimated Capital Investment of Seven Hundred Million Dollars ($700,000,000).

(c) The Company wishes to lease the New Facility and expand its production of A320 aircraft (the "Project").

(d) As part of the Project, it is expected that the Company (or its affiliates) will employ at least one thousand (1,000) additional full-time employees, with a total direct capital investment in the Project by the Company estimated to be approximately One Hundred Fifty Million Dollars ($150,000,000) within the timelines and subject to the recapture payment obligations of the Company provided in the Agreement.

(e) In reliance on the Company's representations of the capital investment by the Company, employment and wage levels provided by the Company, and the development, performance, and operation of the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City and its citizens, the City has committed to make available to the Company certain incentives in the manner described in the Agreement, subject to applicable State and Federal laws and to certain recapture provisions as set forth in the Agreement. The City will make available to the Company Ten Million Dollars ($10,000,000) (the "Incentive") to reimburse the Company for costs and capital expenses: (i) incurred in leasing, developing, constructing, and equipping the Project, (ii) to support the workforce development, recruiting and training efforts in Mobile County, and (iii) in providing the amenities need to support the continued workforce recruiting and current employee retention efforts at the Brookley Aeroplex.

(f) The City will make multiple payments for the benefit of the Company in ten (10) installments. The first installment payment, in the amount of Five Million Dollars ($5,000,000), will be made by the City within thirty (30) days after the Company Commences Operations (as defined in the Agreement). The City will make up to nine (9) additional annual installment payments to the Company, in the amount of Five Hundred Fifty-five Thousand, Five Hundred

Fifty-five and 55/100 Dollars ($555,555.55), on the following nine (9) anniversaries of the initial installment payment date.

(g) The Incentive will benefit the Company in consideration of the Company's development of the Project, subject to fulfillment by the Company of certain commitments as described in the Agreement.

(h) The City is authorized to do any of the actions or undertakings referenced in Section 94.01 of the Constitution of Alabama of 1901 (as amended) ("Section 94.01" or "Amendment 772").

(i) The City is authorized under Section 94.01 to grant public funds or things of value to or in aid of any private entity for the purpose of promoting the economic development of the City.

(j) Pursuant to and for the purposes of Section 94.01, it is necessary, desirable and in the public interest for the City to provide the Incentive to the Company as set forth in the Agreement.

(k) The provision of the Incentive to the Company for the purposes specified in the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(l) (1) On May 3, 2023, the City caused to be published in the newspaper with the largest circulation in the City, the notice required by Section 94.01(c)(2).

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

Section 2. The City Council does hereby approve, adopt, authorize, ratify and confirm:

(a) the agreements, covenants, and undertakings of the City set forth in the Agreement; and

(b) the terms and provisions of the Agreement, in substantially the form submitted to the City Council.

Section 3. The Mayor is hereby authorized to execute and deliver the Agreement for and on behalf of and in the name of the City. The Clerk is hereby authorized and directed to affix the official seal of the City to the Agreement and to attest the same.

Section 4. The Mayor and the officers of the City are each hereby authorized to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Agreement, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this Resolution and the Agreement and to duly and punctually observe and perform all agreements and obligations of the City under the Agreement.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the City Council or other representative of the City, in connection with the agreements, covenants, and undertakings of the City hereby approved, or in connection with the preparation of the Agreement and the terms and provisions thereof, are hereby approved, ratified, and confirmed.

Section 6. All resolutions, orders, or parts of any thereof, of the City Council in conflict or inconsistent with any provision of this Resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 7. This Resolution shall take effect immediately.

Adopted:

_____

City Clerk

PROJECT AGREEMENT

THIS PROJECT AGREEMENT ("Agreement") is made and entered into as of _____ __, 2023 (the "Effective Date") by and among **MOBILE COUNTY,** a body politic and political subdivision of the State of Alabama, by and through the Mobile County Commission (the "County"), the **CITY OF MOBILE**, an Alabama municipal corporation (the "City"), and **AIRBUS AMERICAS, INC.**, a Delaware corporation (the "Company"). The County, the City and Company are each a "Party" to this Agreement and are collectively referred to as the "Parties."

R E C I T A L S

WHEREAS, the County, City and the Company were parties to that certain Site Location and Development Agreement dated July 12, 2012 (the "SLDA") whereby Airbus established and now operates a final assembly line facility at the Brookley Aeroplex; and

WHEREAS, the County, City and Airbus U.S. A220, Inc. (f/k/a CSALP US Inc.) ("Airbus A220"), a Delaware corporation and an affiliate of the Company, were parties to that certain Project Agreement dated January 22, 2019, whereby Airbus A220 established and now operates a final assembly line facility for the assembly and manufacture of A220 aircraft at the Brookley Aeroplex; and

WHEREAS, the Company and Airbus 220 lease facilities at Brookley Aeroplex where they assemble A320 aircraft and A220 aircraft, respectively (collectively, the "Existing Facilities"); and

WHEREAS, Airbus A220 is under common ownership, management, or control with the Company and therefore meets the definition of a "related company" under section 40-18-370(c)(15) of the Code of Alabama (1975); and

WHEREAS, the Company and Airbus 220 have a total of one thousand one hundred thirty-five (1,135) Full-Time Employee positions (the "Baseline Jobs Threshold"); and

WHEREAS, the Mobile Airport Authority ("MAA") intends to construct a new facility located at Brookley Aeroplex located at 320 Airbus Way, Mobile, Alabama 36615 in Mobile, Mobile County, Alabama (the "New Facility") with an estimated Capital Investment of Seven Hundred Million Dollars ($700,000,000); and

WHEREAS, the Company wishes to lease the New Facility and expand its production of the A320 aircraft (the "Project"), and where the Company is expected to hire and employ, in addition to the Baseline Jobs, at least one thousand (1,000) net new Full-Time Employee positions, earning an average hourly wage of at least Thirty-One Dollars and Twenty-Five Cents ($31.25), exclusive of Fringe Benefits, with a total direct Capital Investment in the Project by the Company estimated to be One Hundred Fifty Million Dollars ($150,000,000); and

WHEREAS, the Alabama Secretary of Commerce has found and certified to the Governor of the State of Alabama that the Project meets the definition of a Qualifying Project under the Code of Alabama § 40-18-372 and that the Company should be designated as an Approved Company under Code of Alabama § 40-18-373 and in reliance the Governor has made such designations; and

WHEREAS, the State of Alabama and the Company have entered into a Project Agreement for the Project (the "State Project Agreement"); and

WHEREAS, in reliance on the Company's representations of the total capital investment and employment for the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the County, the City, and their citizens, the County and the City have committed to making available to the Company certain incentives in the manner and amounts described herein, contingent upon the commitment of separate incentives by the State of Alabama and subject to existing law, as presently interpreted and construed.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions.

1. Scope of Agreement. This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments and representations set out in the Recitals, as well as all exhibits, attachments or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. Capitalized Terms. For the purposes of this Agreement, the following capitalized terms shall have the meanings set forth in this Section 2:

"A220 Project Agreement" shall mean that certain Project Agreement by and between the City, the County, and Airbus A220 having an effective date of January 22, 2019.

"A220 Project Employee" shall have the meaning set forth in the A220 Project Agreement.

"Adequate Health Insurance Coverage" shall mean health insurance which provides, at a minimum, the following: hospital care, physician care, prenatal and postnatal care and prescription drugs; and for which the Company shall pay at least fifty percent (50%) of the Project Employee's insurance plan premium.

"Agreement" shall mean this document and any other attached or referenced documents that are within the scope of agreement as established in Section 1 of this Agreement.

"Airbus A220" shall mean Airbus U.S. A220, Inc., a Delaware corporation.

"Annual Mobile First Report" shall have the meaning set forth in Section 3(s) hereof.

"Approved Company" shall mean any company determined by the Secretary and the Governor to meet the criteria provided in sections 40-18-373 and 40-18-376.1 of the Code of Alabama.

"Approval Event" means (i) any governmental approval not being granted or being materially delayed upon application having been duly made that complies with the requirements for such approval to be granted, or (ii) any governmental approval ceasing to remain in full force and effect, or not being renewed upon application having been duly made that complies with the requirements for such renewal to be granted.

"Baseline Job" shall mean an Existing Employee and an A220 Project Employee.

"Baseline Jobs Threshold" shall mean one thousand one hundred thirty-five (1,135) Baseline Jobs.

"Brookley Campus" shall mean, collectively, the Existing Facilities and the New Facility.

"Capital Investment" shall have the meaning as provided in section 40-18-370 of the Code of Alabama.

"Capital Investment Target" shall mean One Hundred Twenty Million Dollars ($120,000,000).

"Capital Investment Target Date" shall mean the date set forth in Subsection 1(c) of the Project Schedule.

"Cash Maintenance Period" shall mean the period of five (5) Reporting Years immediately following the Initial Jobs Target Date.

"Change of Control" shall have the meaning of either:

i. The acquisition by any "Person" (as the term "person" is used for the purposes of Subsection 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of the combined voting power of the then-outstanding securities or membership interests of the Company entitled to vote in the election of directors or governing body, or

ii. The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, or the sale or other disposition of all or substantially all of the Company's assets.

"City" shall have the meaning set forth in the Preamble hereof.

"City Commitment" shall have the meaning set forth in Section 4(b) hereof.

"City First Payment Date" shall have the meaning set forth in Section 4(b) hereof.

"Commence Construction" or "Commencement of Construction" shall mean physical work is being performed regularly, using appropriate equipment and manpower to construct and equip the New Facility and install necessary infrastructure to accomplish the objectives of the Project.

"Company" shall mean Airbus Americas, Inc., a Delaware corporation.

"County" shall have the meaning set forth in the Preamble hereof.

"County Commitment" shall have the meaning set forth in Section 4(a) hereof.

"County First Payment Date" shall have the meaning set forth in Section 4(a) hereof.

"Effective Date" shall have the meaning set forth in the Preamble hereof.

"Eligible Job" shall mean a Project Job occupied by an Alabama resident.

"Employment Level" shall mean, in the aggregate, the Yearly Average of Baseline Jobs and the Yearly Average of Project Jobs.

"Existing Employee" shall mean a Full-Time Employee occupying a job at the Existing Facilities that is not an A220 Project Employee.

"Existing Facilities" shall mean the facilities leased by the Company and Airbus A220 at Brookley Aeroplex where they assemble A320 aircraft and A220 aircraft, respectively.

"Final Jobs Target" shall mean the sum of the Project Jobs Target plus the Baseline Jobs Threshold, which equals two thousand on hundred thirty-five (2,135) Full-Time Employees.

"Final Jobs Target Date" shall mean the date set forth in the Project Schedule.

"Force Majeure Event" shall mean a matter which (i) is beyond the reasonable control of the Company, (ii) materially affects the performance by the Company of its obligations under this Agreement and (iii) could not reasonably have been foreseen by the Company, including, but not limited to, acts of God, acts of terrorism, and extreme weather, but excluding unfavorable economic conditions.

"Fringe Benefits" shall mean all non-Wage consideration paid or otherwise provided to Project Employees, including, but not limited to, health insurance, retirement, life insurance, workers' compensation, unemployment compensation, and the employer portion of Federal Insurance Contributions Act taxes. Fringe Benefits must include Adequate Health Insurance Coverage as defined in this Agreement.

"Full-Time Employee" shall mean a person who is paid directly by the Company or Airbus A220 for not less than thirty-five (35) hours per week, is employed at the Brookley Campus, and who his or her employer identifies as its employee to the U.S. Internal Revenue Service or the

Alabama Department of Revenue or the Alabama Department of Labor on returns or reports filed with the foregoing, including but not limited to, IRS Form 941. In the case where persons are assigned to multiple facilities at the Brookley Campus, the County and the City shall recognize any determination made by the State as to how these positions shall be allocated between projects. Notwithstanding the above, the definition of "Full-Time Employee" for purposes of this Agreement shall not include a temporary employee or a worker performing construction work on buildings or other structures which are intended to be part of the Project.

"Governor" shall mean the Governor of the State of Alabama.

"Indemnified Parties" shall have the meaning set forth in Section 18 hereof.

"Initial Jobs Target" shall mean the sum of five hundred (500) Project Jobs plus the Baseline Jobs Threshold, which equals one thousand six hundred thirty-five (1,635) Full-Time Employees.

"Initial Jobs Target Date" shall mean the date set forth in Subsection 1(d) of the Project Schedule.

"MAA" shall mean the Mobile Airport Authority, a public corporation duly organized under the laws of the State of Alabama.

"Minimum Average Hourly Wage" shall mean Thirty-One Dollars and Twenty-Five Cents ($31.25).

"Mobile First Initiative" shall have the meaning set forth in Section 3(s) hereof.

"New Facility" shall mean the new facilities to be constructed by MAA and leased and equipped by the Company located at Brookley Aeroplex at 320 Airbus Way in Mobile, Mobile County, Alabama, as set forth in the Recitals of this Agreement.

"Parties" shall mean the County, the City and the Company, collectively, each of which is a Party to this Agreement.

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Employee" shall mean a Full-Time Employee occupying a Project Job. All Project Employees shall be eligible to receive any Fringe Benefit provided by his or her employer.

"Project Job" shall mean a net new Full-Time Employee position created during and after the Project Ramp-Up Period for the Project and assigned to the Project for a period of at least one (1) year. No Project Job occupied by a Transferred Employee shall be considered eligible, except to the extent that the Company certifies to the State with respect to such Transferred Employee that it has not eliminated the Transferred Employee's Baseline Job and that a new Full-Time Employee has been hired to fill substantially the same job and in the same pay category as that

previously held by the Transferred Employee. A Project Job must be occupied by a Full-Time Employee to count towards the Project Jobs Target.

"Project Jobs Target" shall mean shall mean one thousand (1,000) Project Jobs.

"Project Ramp-Up Period" shall mean the period of time beginning on May 2, 2022 and ending on the Final Jobs Target Date.

"Project Schedule" shall mean the schedule of dates set forth in *Exhibit A* of the State Project Agreement, which schedule is attached hereto as **Exhibit A** and hereby incorporated herein by reference, and any modified Project Schedule hereafter approved by the Secretary and the Company, a copy of which shall be provided by the Company to the County and the City within ten (10) days following the Secretary's approval thereof.

"Qualifying Project" shall mean any project to be undertaken by an Approved Company pursuant to section 40-18-372 Code of Alabama.

"Reporting Year" shall mean a twelve (12) month period beginning on July 1st and ending on June 30th. The first Reporting Year shall begin on July 1, 2027, and the final Reporting Year shall end on June 30th of the final year of the Cash Maintenance Period.

"Secretary" shall mean the Secretary of Commerce of the State of Alabama.

"SLDA" shall have the meaning set forth in the Recitals hereof.

"State" shall mean the State of Alabama.

"State Project Agreement" shall have the meaning set forth in the Recitals hereof.

"Transferred Employee" shall mean an employee of the Company or Airbus A220 employed in a Baseline Job and transferred to a Project Job.

"Wage" or "Wages" shall have the meaning as provided under section 40-18-370 of the Code of Alabama. Wages shall not include Fringe Benefits.

"Yearly Average" shall mean the average number of Baseline Jobs or Project Jobs, as the case may be, calculated on an annual basis for each Reporting Year by adding the total number of Baseline Jobs or Project Jobs on the 15th day of each month in the applicable Reporting Year and dividing that sum by twelve (12).

3. The Company's Commitments, Representations and Warranties. The Company acknowledges that the citizens of the County and City anticipate the prompt receipt of substantial economic benefit to the local economies in return for the incentives granted under this Agreement. In consideration of the County and City providing the incentives described herein, the Company makes the following commitments, representations, and warranties:

(a) The Parties acknowledge that the Company has Commenced Construction prior to the Effective Date. The Company shall cause the Commencement of Operations not later than the date set forth in Subsection 1(b) of the Project Schedule.

(b) In furtherance of the Project, not later than the Capital Investment Target Date, the Company's total Capital Investment in the Project is estimated to be the Capital Investment Target.

(c) Not later than the Initial Jobs Target Date, the Company shall achieve the Initial Jobs Target, wherein Project Employees earn an average hourly wage of at least the Minimum Average Hourly Wage. Not later than the Final Jobs Target Date, the Company shall achieve the Final Jobs Target, wherein Project Employees earn an average hourly wage of at least the Minimum Average Hourly Wage.

(d) The Company acknowledges that Fringe Benefits shall include Adequate Health Care Coverage for all Project Employees.

(e) The Company shall give good faith consideration to County-based contractors and vendors and County and City residents to provide products and services in constructing, equipping, and operating the Project. The Company shall use commercially reasonable efforts to ensure that contractors and vendors selected by the Company for the Project are in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law. Notwithstanding the foregoing, the Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(f) The Company acknowledges and agrees that the City and the County, as a matter of public policy, encourage minority-owned and disadvantaged business entity participation to the maximum extent possible. It is the intent of the Company to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in constructing, equipping, and operating the Project. The Parties acknowledge that selection of vendors providing products and services for the Project shall be at the sole discretion of the Company.

(g) The Company shall give good faith consideration for employment at the Project to qualified County and City residents, subject in all cases to the Company's then usual and customary hiring policies. Notwithstanding the foregoing, the Parties acknowledge that selection, hiring, and termination of employees for the Project shall be at the sole discretion of the Company.

(h) The Company is expecting numerous employees from throughout the United States and overseas, employed by the Company and other affiliates, to travel to the County and City on a regular basis. The Company agrees to use good faith best efforts to encourage employees of the Company to utilize hotels and similar facilities located within the County and City.

(i) The Company agrees to use good faith best efforts to encourage its employees who will work at the Project to secure housing located within the County and City. Notwithstanding the foregoing, the Parties acknowledge that housing decisions shall be at the sole discretion of the Project Employees.

(j) The Company is a going concern, is financially solvent and shall make available adequate funding to complete the Project and conduct the Company's business at the New Facility.

(k) The Company is in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Alabama laws applicable to its operations at the New Facility throughout the duration of this Agreement including any applicable employment and immigration laws.

(l) By signing this Agreement, the Company 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. Furthermore, if the Company is found to be in violation of this provision, the Company shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom. The Company has provided to the County and the City documentation evidencing its participation in the E-Verify program.

(m) The Company shall satisfy in all material respects its obligations under other agreements with local governments or private economic development organizations, if any, which relate to the Project.

(n) The Company is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

(o) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and (ii) that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement and make the commitments contained in this Agreement, such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures. Upon request by the County and/or City, the Company shall provide reasonable documentation of the foregoing authority and action. The Company's legal counsel, upon reasonable request by the County and/or City, shall furnish to the County and/or City an opinion of counsel or other form of documentation reasonably satisfactory as to the matters set forth in Section 3(k) and Section 3(n). Further, upon reasonable request of the County and/or City, the Company's accountants and other representatives shall furnish to the County and/or City other forms of documentation reasonably satisfactory as to the matters described herein.

(p) If the Company determines that it will not meet any of the commitments set forth in Subsections 3(a), (b) or (c) by the deadlines set forth in those Subsections due to the occurrence of a Force Majeure Event, such delay shall not immediately result in a default or grounds for termination of this Agreement by the County and the City. In such an event within a reasonable time prior to expiration of any such commitment that the Company claims has been or will be delayed by a Force Majeure Event, the Company shall give the County and the City written notice containing a description of the Force Majeure Event in question, an explanation of how the

Company anticipates such event will affect the Company's performance under this Agreement, what actions the Company plans to undertake in order to address the conditions caused by the Force Majeure Event and an estimate of how long the Company anticipates the Force Majeure Event will delay the Company in meeting its commitments under this Agreement. If the County or the City determines that a Force Majeure Event has occurred and that the Company is making a good faith effort to meet its commitments despite the delay caused by the Force Majeure Event, the County and the City shall give the Company a reasonable period of time to address such conditions before the Company shall be considered in default under this Agreement.

(q) No Change of Control shall occur without the Company obtaining the Secretary's written consent. Upon receipt by the Company of such consent from the Secretary, the Company shall provide a copy of such written consent to the County and the City.

(r) In collaboration with AIDT, the Mobile County Public School System, the Alabama Two-Year College System, the University of South Alabama and Flight Works Alabama, the Company will develop one or more apprenticeship, workforce training and/or training programs to introduce, recruit and train current students, newly-graduated students, adults with little or no formal skills or training and new hires in the aviation manufacturing business sector. This will include the implementation of training programs that will be developed to specifically target residents of Mobile County in recruiting and training efforts to help ensure the employment profile at the Brookley Campus is reflective of the local community. In addition, the Company will use its best efforts to collaborate with the Southwest Alabama Partnership for Training and Employment (formerly known as Mobile Works) to accomplish these goals.

(s) The Company, directly and through its construction manager, has implemented contracting and hiring goals for the Project consistent with the "Mobile First Initiative for the Mobile Area Business Community" attached hereto as **Exhibit B** (the "Mobile First Initiative"). The Company agrees to provide an annual written update (the "Annual Mobile First Report") to the Mobile Chamber on its efforts to achieve the goals set forth in the Mobile First Initiative. The Annual Mobile First Report will include any reports as contemplated by the Mobile First Initiative and will be provided within thirty (30) days of the annual anniversary date of this Agreement.

4. Commitments of the County and the City. In consideration of the Company undertaking the Project and the economic benefit to the County, City, and local community to be realized from the Project:

(a) County Commitment.

(i) *Cash Incentive*. The County shall make available up to Ten Million and No/100 Dollars ($10,000,000.00) (the "County Commitment"), to be paid in the manner set forth below, to reimburse the Company for costs and capital expenses: (i) incurred in leasing, developing, constructing, and equipping the Project, (ii) to support the workforce development, recruiting and training efforts in Mobile County, and (iii) in providing the amenities needed to support the continued workforce recruiting and current employee retention efforts at the Brookley Aeroplex. The County shall make annual installment payments for the benefit of the Company in ten (10) equal

installments of One Million and No/100 Dollars ($1,000,000.00) as provided herein. The County shall pay the first installment payment within thirty (30) days after the Commencement of Operations. The payment date of the first installment payment shall be referred to as the "County First Payment Date." The County shall make an installment payment in the amount of One Million Dollars ($1,000,000.00) on the following nine (9) anniversaries of the County First Payment Date.

(ii) *Payment of the County Commitment*. To request a payment, the Company shall submit to the County a request for payment using the form attached hereto as **Exhibit C**, and documentation demonstrating that the expenditures for which reimbursement is sought were incurred only for the Project. Payment under this Section 4(a) shall be in accordance with and subject to the provisions of Section 6(a).

(iii) The Company hereby commits to utilize Two Million, Five Hundred Thousand and No/100 Dollars ($2,500,000.00) of the County Commitment to achieve the goals set forth above in Section 3(r).

(b) City Commitment.

(i) *Cash Incentive*. The City shall make available up to Ten Million and No/100 Dollars ($10,000,000.00) (the "City Commitment"), to be paid in the manner set forth below, to reimburse the Company for costs and capital expenses: (i) incurred in leasing, developing, constructing, and equipping the Project, (ii) to support the workforce development, recruiting and training efforts in Mobile County, and (iii) in providing the amenities needed to support the continued workforce recruiting and current employee retention efforts at the Brookley Aeroplex. The City shall make annual installment payments for the benefit of the Company in ten (10) installments as provided herein. The City shall pay the first installment payment of Five Million Dollars ($5,000,000.00) within thirty (30) days after the Commencement of Operations. The payment date of the first installment payment shall be referred to as the "City First Payment Date." The City shall make an installment payment in the amount of Five Hundred Fifty-five Thousand, Five Hundred Fifty-five and 55/100 Dollars ($555,555.55) on the following nine (9) anniversaries of the City First Payment Date.

(ii) *Payment of the City Commitment*. To request a payment, the Company shall submit to the City a request for payment using the form attached hereto as **Exhibit C**, and documentation demonstrating that the expenditures for which reimbursement is sought were incurred only for the Project. Payment under this Section 4(b) shall be in accordance with and subject to the provisions of Section 6(b).

(iii) The Company hereby commits to utilize Two Million, Five Hundred Thousand and No/100 Dollars ($2,500,000.00) of the City Commitment to achieve the goals set forth above in Section 3(r).

(c) Assistance with Permits.

(i) The City and County shall provide a License and Permit Coordinator, as such term is defined in the SLDA, on an as needed basis, during construction of the Project and thereafter.

(ii) To the extent permitted by applicable law and provided the Company has submitted all applicable permit applications and other required information and documents in a materially complete and prompt manner, and without the following being deemed to limit or otherwise shorten any time periods prescribed by law, the County and the City shall, with respect to all permits necessary for the startup of the Project: (i) assist the Company in its communications with all applicable agencies of the County and the City, including, when applicable, encouraging and supporting the timely issuance of all permits required in connection with the startup of the Project; and (ii) use reasonable efforts to (A) cause all permit decisions necessary for the establishment and equipping of the Project to be made within the shortest period of time as reasonably possible following the filing of the applicable and materially complete application in accordance with the applicable statutes and regulations and (B) avoid an Approval Event. The Company agrees to use its best efforts in submitting applications and other documentation to the County and the City for permits, all on a timely basis.

(iii) To the extent permitted by applicable law, and consistent with the manner in which this provision has been similarly applied under the existing SLDA, the County and the City shall waive all of its respective administrative, licensing and permitting fees or charges otherwise payable by the Company, MAA, or any contractor retained by MAA or the Company in connection with construction of the Project or other improvements related to the Project, in connection with its compliance with all applicable local, State and federal laws, rules, regulations, orders, etc., from the Commencement of Construction through the completion of construction of the Project and the directly related improvements to the Project.

(d) Assistance with Tax Exemption. Attached hereto as **Exhibit D** is a copy of a letter from the Revenue Commissioner for Mobile County, the public official whose duties include determining and assessing real property subject to ad valorem taxation, stating that Project improvements owned by MAA will not be subject to ad valorem taxes pursuant to Section 4-3-59, Code of Alabama (1975) as in effect on the date hereof.

(e) Assistance with Tax Abatements. The City shall use its reasonable efforts to encourage the Industrial Development Board of the City of Mobile, Alabama to grant to the Company for the Project statutory noneducational tax abatements pursuant to the Tax Reform Act of 1992, Section 40-9B-1, *et seq*., Code of Alabama (1975) as amended, as follows: (i) noneducational construction related transaction taxes (sales and use taxes) until the entire Project

has been placed in service; and (ii) the noneducational portion of all ad valorem taxes for a period of ten (10) years.

(f) Enhanced Law Enforcement and Fire Protection. The City hereby confirms that it will provide the Project with the law enforcement and fire protection that is outlined in Section 6.7 of the SLDA.

(g) Vendors. The City and County commit to provide the Company's Vendors, as defined in the SLDA, with the same opportunities as set forth in Section 8.3 of the SLDA.

(h) Payments by City and County to MAA. The City and County are parties to that certain Local Party Funding and Participation Agreement Regarding the Site Location and Development Agreement with Airbus Americas, Inc. dated July 12, 2012 (the "Local Party Funding Agreement"). The Parties recognize and acknowledge that the lease referenced in Section 8 of the Local Party Funding Agreement was terminated to allow the MAA to use the facility for its commercial aviation operations at Brookley Field. Notwithstanding the language of such Section 8, the City and County agree to continue making payments for the full fifteen (15) year term contemplated therein.

(i) [Reserved.]

5. Annual Compliance. Within thirty (30) days after the annual anniversary of the County First Payment Date, the Company shall furnish to the County a Certificate of Compliance substantially in the form of **Exhibit E** certifying the Employment Level of the Project for the previous calendar year. Within thirty (30) days after the annual anniversary of the City First Payment Date, the Company shall furnish to the City a Certificate of Compliance substantially in the form of **Exhibit E** certifying the Employment Level of the Project for the previous calendar year. The County and/or City may require the Company to provide such other documentation which the County and/or City deems reasonably necessary to confirm the Company's certification. These reporting and compliance provisions are in addition to the Annual Mobile First Report.

6. Recapture of the County Commitment and the City Commitment. The Company acknowledges that the incentives offered by the County and City hereunder are based, in part, on the estimated economic impact that will be realized from the Company's capital investment, additional payroll and jobs created for the Project, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions for recapture of the County Commitment and the City Commitment:

(a) County Commitment.

(i) If the Employment Level is not at least equal to seventy percent (70%) of the Initial Jobs Target by the Initial Jobs Target Date, then the total amount of the County Commitment paid to the Company to date shall, upon written demand by the County, be remitted to the County by the Company. In such event, the Company shall receive no further County Commitment payments.

(ii) For any Reporting Year of the Cash Maintenance Period prior to or containing the Final Jobs Target Date during which the Company does not meet an Employment Level at least equal to ninety percent (90%) of the Initial Jobs Target, the Company shall pay to the County an amount equal to the total amount of the County Commitment paid to date multiplied by:

[(90% of the Initial Jobs Target) less (the Employment Level during such Reporting Year)] divided by 90% of the Initial Jobs Target.

(iii) If the Employment Level is not at least equal to seventy percent (70%) of the Final Jobs Target by the Final Jobs Target Date, then the total amount of the County Commitment paid to the Company to date shall, upon written demand by the County, be remitted to the County by the Company. In such event, the Company shall receive no further County Commitment payments.

(iv) For any Reporting Year of the Cash Maintenance Period after the Final Jobs Target Date during which an Employment Level of at least ninety percent (90%) of the Final Jobs Target is not met, the Company shall pay to the County an amount equal to the total amount of the County Commitment paid to the Company to date multiplied by:

[(90% of the Final Jobs Target) less (the Employment Level during such Reporting Year)] divided by 90% of the Final Jobs Target.

(v) Any recapture payment under this Section shall be paid to the County by the Company within thirty (30) days after the Company receives written demand from the County.

(vi) Notwithstanding anything contained herein to the contrary, the maximum recapture amount of the County Commitment that the County may recover from the Company is the County Commitment actually paid to the Company as provided in this Agreement.

(vii) The maximum recapture amount payable to the County for any Reporting Year of the Cash Maintenance Period shall be reduced by any recapture amount paid to the County with respect to the County Commitment in any prior year of the Cash Maintenance Period.

(viii) The right of the County to recapture the County Commitment shall survive termination of this Agreement.

(b) City Commitment.

(i) If the Employment Level is not at least equal to seventy percent (70%) of the Initial Jobs Target by the Initial Jobs Target Date, then the total amount of the City Commitment paid to the Company shall, upon written demand

by the City, be remitted to the City by the Company. In such event, the Company shall receive no further City Commitment payments.

(ii) For any Reporting Year of the Cash Maintenance Period prior to or containing the Final Jobs Target Date during which the Company does not meet an Employment Level at least equal to ninety percent (90%) of the Initial Jobs Target, the Company shall pay to the City an amount equal to the total amount of the City Commitment paid to the Company to date multiplied by:

[(90% of the Initial Jobs Target) less (the Employment Level during such Reporting Year)] divided by 90% of the Initial Jobs Target.

(iii) If the Employment Level is not at least equal to seventy percent (70%) of the Final Jobs Target by the Final Jobs Target Date, then the total amount of the City Commitment paid to the Company to date shall, upon written demand by the City, be remitted to the City by the Company. In such event, the Company shall receive no further City Commitment payments.

(iv) For any Reporting Year of the Cash Maintenance Period after the Final Jobs Target Date during which an Employment Level of at least ninety percent (90%) of the Final Jobs Target is not met, the Company shall pay to the City an amount equal to the total amount of the City Commitment paid to the Company to date multiplied by:

[(90% of the Final Jobs Target) less (the Employment Level during such Reporting Year)] divided by 90% of the Final Jobs Target.

(v) Any recapture payment under this Section shall be paid to the City by the Company within thirty (30) days after the Company receives written demand from the City.

(vi) Notwithstanding anything contained herein to the contrary, the maximum recapture amount of the City Commitment that the City may recover from the Company is the City Commitment actually paid to the Company as provided in this Agreement.

(vii) The maximum recapture amount payable to the City for any Reporting Year of the Cash Maintenance Period shall be reduced by any recapture amount paid to the City with respect to the City Commitment in any prior year of the Cash Maintenance Period.

(viii) The right of the City to recapture the City Commitment shall survive termination of this Agreement.

7. Grounds for Termination of the Obligations of the County and City. The obligations of the County and/or City hereunder may be terminated by the County and/or City, as

applicable, by providing written notice to the Company, upon the occurrence of any of the following events:

(a) Failure of the Company to Commence Operations by the date set forth in the Project Schedule.

(b) Failure of the Company to meet the Initial Jobs Target by the Initial Jobs Target Date.

(c) Failure of the Company to meet the Final Jobs Target by the Final Jobs Target Date.

(d) Failure of the Company to file any form, certificate, or other documentation required by the terms of this Agreement; provided, however, that the County and/or City shall provide thirty (30) days written notice to the Company of default and an opportunity to cure before terminating.

(e) Failure of the Company to timely pay all amounts required under Section 6 of this Agreement as a result of the Company's failure to maintain any jobs or wage target as required by the terms of this Agreement; provided, however that the County and/or City shall provide thirty (30) days written notice to the Company of default and an opportunity to cure before terminating.

(f) A Change of Control of the Company that occurs in violation of the State Project Agreement, before the expiration of the Cash Maintenance Period.

(g) The determination by the County or City that any representations made by the Company or its agents to induce the County or City or any agency or subdivision thereof to offer incentives to the Company pursuant to this Agreement are not true in any material respect.

(h) Failure of the Company to fulfill any other material obligation of this Agreement.

Should either the County or the City exercise its right to terminate as described in this Section 7, all County Commitment funds or City Commitment funds, as applicable, paid to the Company pursuant to this Agreement shall be immediately due and payable by the Company to the County and/or the City, as applicable. The County and the City each reserve all rights and claims they may have against the Company, whether arising under the terms of this Agreement or under Alabama law, and each reserves the right to pursue any such rights or claims against the Company.

8. Grounds for Suspension of the Obligations of the County and City. The obligations of the County and/or City hereunder may be suspended by the County and/or City, as applicable, by providing written notice to the Company, upon the failure of the Company to submit an Annual Mobile First Report. After any such failure, the County and/or City shall provide thirty (30) days written notice to the Company and provide the Company with an opportunity to cure before declaring a default.

9. Costs and Expenses. Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated

herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys or approvals for this Agreement or otherwise.

10. **No Impact on SLDA**. The terms and conditions of this Agreement shall in no way impact, impair, limit or reduce any of the rights, covenants, warranties and representations set forth in the SLDA.

11. **Assignment.** This Agreement is not assignable, except that the Company shall have the right at any time to assign this Agreement or any part hereof if such assignment is part of a transfer of substantially all of the Company's assets related to the Project. In the event of such assignment, the Company shall give the County and City written notice at least ten (10) days prior to the effective date of such assignment. Any assignee must agree in writing to assume the obligations of the Company under this Agreement. In the event of such an assignment the Company hereby agrees to continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused therefrom by the County and/or City, to be expressed in writing and signed by an authorized representative of the County and/or City, as applicable. The above-mentioned notice must contain sufficient documentation to satisfy the County and/or City that the proposed assignee has agreed to perform all obligations required of the Company under this Agreement. In the absence of written notice by the Company that meets the requirements above, the Agreement shall not be assignable. Nothing herein shall prohibit the Company from assigning this Agreement through a merger or otherwise by operation of law.

12. **Further Assurances.** The County and City each agree to do all things and take all actions permitted by law required by this Agreement. The Company agrees to do all things and take all actions permitted by law required by this Agreement.

13. **Section Titles and Headings.** The section titles and headings of this Agreement are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

14. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

15. **Waivers.** Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

16. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

17. Notices. All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To the County:

Mr. Glenn L. Hodge
Mobile County Administrator
Mobile County Commission
Post Office Box 1443
Mobile, Alabama 36633

With a copy to:
Jay Ross, Esq.
Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

To the City:

City of Mobile
Office of City Clerk
Mobile Government Plaza
9th Floor, South Tower
205 Government Street
Mobile, Alabama 36644

With a copy to:
Honorable William S. Stimpson
Mayor of the City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

With a copy to:
Britton Bonner, Esq.
Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

To the Company:

Airbus Americas, Inc.
320 Airbus Way
Mobile, Alabama 36615
Attn: Vice President and
General Manager

With a Copy to:
Airbus Americas, Inc.
Wasser Terrace, Suite 9100
Herndon, Virginia 20171
Attn: General Counsel

With a Copy to:
Warren C. Matthews
Burr & Forman LLP
445 Dexter Avenue, Suite 2040
Montgomery, Alabama 36104
Telephone: (334) 241-7000

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 17.

18. Indemnification. The Company shall release, save, hold harmless, and indemnify the County and City, their elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all third party claims arising from the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors or employees in connection with the Project, and from and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the County or City, shall defend the same at the Company's expense by counsel reasonably satisfactory to the County and/or City as the case may be. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or the like in connection with work, labor and/or materials supplied in connection with the improvements of the

Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

19. Entire Agreement; Amendment. This Agreement, except as expressly noted herein, is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by a written modification executed by duly authorized representatives of each of the Parties.

20. Press Releases. To the extent permitted by applicable law, the County and City each agrees to cooperate fully to coordinate with the Company in connection with all press releases and publications concerning the Project.

21. Binding Effect; Change in Law. This Agreement and all terms, provisions and obligations of the Company herein are binding upon and shall inure to the benefit of the Company and its permitted successors and assigns. This Agreement and all terms, provisions and obligations of the County and the City herein are binding upon and shall to the extent provided by the terms of this Agreement inure to the benefit of the County and the City, as the case may be, and all other agencies, departments, divisions, governmental entities, public corporations and other entities acting on behalf of the County or the City. In the event of a change in law after the Effective Date, the result of which would be to lessen or remove from the Project the economic benefit of any incentives provided hereunder, the County and the City shall enter into good faith discussions for the purpose of seeking a mutually acceptable way, to the extent permitted by law, to provide the Company either with an exemption from the law as so changed or another incentive having equivalent economic effect to the benefit so lessened or removed.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

Remainder of Page Intentionally Left Blank

AIRBUS AMERICAS, INC.

By: _____

Name: _____

Title: _____

Date: _____

Signature Page for Project Agreement
by and among Airbus Americas, Inc., Mobile County, and the City of Mobile

ATTEST:

_____
Glenn L. Hodge
County Administrator

MOBILE COUNTY COMMISSION

_____
Connie Hudson, Commission President

Signature Page for Project Agreement
by and among Airbus Americas, Inc., Mobile County, and the City of Mobile

ATTEST:

_____
Lisa C. Lambert
City Clerk

CITY OF MOBILE, ALABAMA

_____
William S. Stimpson, Mayor

EXHIBIT A

PROJECT SCHEDULE

(Excerpt from State Project Agreement)

1. PROJECT TARGET DATES:

a.	Commencement of Construction:	September 30, 2023
b.	Commencement of Operations:	December 31, 2024
c.	Capital Investment Target Date:	December 31, 2025
d.	Initial Jobs Target Date:	December 31, 2026
e.	Final Jobs Target Date:	December 31, 2029

2. DEADLINE TO START FIRST REPORTING YEAR:

a.	Jobs Credit:	July 1, 2027
b.	Investment Credit:	July 1, 2027

3. COMPLIANCE DUE DATES:

a. Form Comp-1: not later than 45 days following Commencement of Operations

b. Annual Compliance Report: not later than 45 days following the last day of each Reporting Year

The first day of the first Reporting Year for the Jobs Credit and Investment Credit may occur in different years but must occur on the calendar quarter date of July 1.

Any change to the Project Schedule occurring after the Effective Date shall require approval by the Secretary. Any such approved Project Schedule change shall be acknowledged in writing by the Company and the Secretary.

EXHIBIT B

MOBILE FIRST INITIATIVE FOR THE MOBILE AREA BUSINESS COMMUNITY

(attached)

Mobile Chamber

MOBILE FIRST

ABOUT

Mobile First is an initiative of the Mobile Chamber that supports local businesses by encouraging the use of local contractors, services, suppliers and workforce in advancing new business investment and expansion projects in the community.

Supported by the many economic development partners of Team Mobile, Mobile First will expand access to jobs and economic opportunities for area residents and businesses. Economic research proves dollars spent locally are significantly more impactful in creating local jobs and wealth than spending with outside firms.

Mobile First is a pledge and not legally binding. It is intended to positively influence the culture of doing business in Mobile, where local businesses, including historically disadvantaged businesses, are given greater consideration. It will also help identify opportunities for growth and capacity-building among local businesses to become more successful in competitive bids.

The Mobile First pledge should be acknowledged by signature and included in all applications to the City Industrial Development Board (IDB) or the County Industrial Development Authority (IDA) requesting statutory incentives.

For other projects, the Mobile Chamber is a coordinating resource for promoting Mobile First. The guidelines can be included in bid specifications, requests for proposals (RFPs) and requests for qualifications (RFQs) for both public (to the extent permitted by law) and privately financed projects.

GOALS AND GUIDELINES

Project Commencement

Mobile First prioritizes communication and transparency at the project outset. For capital projects that are awarded statutory tax incentives, the awardee commits to hosting a Mobile First community orientation meeting within 4 weeks of IDB or IDA approval, coordinated by the Mobile Chamber.

Contracting Goals

For contracts related to construction projects and capital improvements, Mobile First establishes these goals:

- A minimum of 50% local business participation in all contracts
- A minimum of 15% combined disadvantaged business participation or veteran-owned business participation in all contracts
- All contractor and subcontractor awardees will be Equal Opportunity Employers

Hiring Goals

Upon occupancy and commencement of operations, Mobile First establishes this goal:

- A minimum of 75% of new hires will be local residents, with the exception of headquarters or certain back-office operations that require the relocation of personnel

Contract awardees are expected to hire only qualified personnel to fill openings and are encouraged to consider opportunities for apprenticeship programs or on-the-job training for entry-level employees. For more information on available workforce development incentives and programs, please contact the Mobile Chamber.

Suggested Incentives

The goals of Mobile First should be considered in issuing bid requests and RFPs/RFQs. Incorporating quantifiable incentives is a recommended approach. Examples:

- On contracts awarded through a bid process, a 5% minimum discount could be applied for local businesses
- On contracts awarded based on a point system, i.e., RFP/RFQ, 5 preference points could be awarded for local business qualification on a 100-point scale
- Proportionate discounts or preference points could be applied for non-local businesses that have participation from local contractors, i.e., joint ventures or suppliers

Reporting

The Mobile Chamber will collect data to track the success of the initiative. The awardee will be asked to submit a report to the Mobile Chamber documenting the implementation of Mobile First, quantifying the achievement of its metrics, either a) 12 months after award or b) after occupancy, whichever is earliest.

Note: If at least three qualified local businesses in the industry, trade or profession that constitute a major category of work do not exist, the guideline is waived. This should be explained in reporting. The information is valuable to the Chamber in identifying opportunities to build local labor and supplier networks.

DEFINITIONS

Local business: For purposes of this initiative, a business with a substantial presence within a 50-mile radius from the City of Mobile and has employees who work from a location that has been operational for at least 12 months within the local area.

Local resident: Individual who maintains their primary residence within a 50-mile radius of the City of Mobile.

Disadvantaged Business: Businesses where socially and economically disadvantaged individuals own at least 51% interest and control management and daily operations. African Americans, Hispanics, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as disadvantaged on a case-by-case basis.

Veteran-owned business: Business where a veteran or veterans own at least 51% interest and also control management and daily operations. A veteran is an individual who has served in active duty for the U.S. Army, Navy, Air Force, Marine Corps or Coast Guard and has not been dishonorably discharged.

STATEMENT OF ACKNOWLEDGEMENT

When making decisions regarding construction contracts, service contracts, equipment purchases, general procurement and hiring, a good faith effort to meet the local-sourcing goals and metrics of Mobile First is acknowledged.

_____

On behalf of

_____

Applicant (print)

_____ _____

Applicant (signature) Date

EXHIBIT C

REQUEST FOR PAYMENT

DATE: _____

TO: _____
_____
_____

FROM: AIRBUS AMERICAS, INC.

RE: PROJECT RAMP

PROJECT AGREEMENT DATED: _____

AMOUNT REQUESTED: $_____

Pursuant to the Project Agreement for this Project, Airbus Americas, Inc. ("Company") hereby requests payment in the amount specified above. Recipient certifies that the Commencement of Operations date was _____ ___, 202_, and that all other conditions for payment under the terms of the Project Agreement have been satisfied and that the expenditures for which reimbursement is being requested qualify for reimbursement under the Project Agreement and that each has been paid either directly by the Company, Mobile Airport Authority or an affiliate thereof. Submitted with this request for payment are invoices or other evidence of documentation of these costs and the payment thereof.

AIRBUS AMERICAS, INC.

By: _____
Title: _____

EXHIBIT D

LETTER FROM MOBILE COUNTY REVENUE COMMISSIONER

Kim Hastie
Revenue Commissioner
Mobile County
P.O. Box 1169
Mobile, Alabama 36633-1169

_____ ___, 2023

Mobile Airport Authority
1891 Ninth Street
Mobile, Alabama 36655

RE: Airbus Project Ramp

Dear Ladies and Gentlemen:

The office of Revenue Commissioner is an elected office created by state statute which consolidates the duties of Tax Collector and Tax Assessor. In my official capacity, I follow state law in determining which properties are subject to or exempt from assessment for and collection of ad valorem taxes.

The Mobile Airport Authority ("MAA") was incorporated pursuant to Alabama Code (1975), § 4-3-1, et seq. Section 4-3-59 provides in part that, "[a]ll property and income of the Authority shall be exempt from state, county, municipal and other local taxation…." As such, my office recognizes this exemption and does not require assessment of real property owned by MAA for ad valorem taxes.

I understand that Airbus Americas, Inc. or an assignee (collectively, "Airbus") and MAA may enter into an agreement and lease by which MAA will construct on its property another final assembly line facility (the "Facility") to assemble and equip aircraft and then lease the Facility to Airbus. I understand that you expect that MAA will retain title to the Facility and that the terms of the lease will cause MAA to be treated as the owner of the Facility for federal income tax purposes. If MAA remains the owner of the Facility for purposes of federal income taxes the property will be exempt from ad valorem taxes.

The representations made in this letter are based on the factual assumptions set out herein and on existing law.

Sincerely,

Kim Hastie
Revenue Commissioner

EXHIBIT E

CERTIFICATE OF COMPLIANCE

The undersigned officer of AIRBUS AMERICAS, INC. ("Company") hereby certifies to the [CITY OF MOBILE ("City")/MOBILE COUNTY, ALABAMA ("County")] that he or she has knowledge of the facts set out below and does hereby certify as follows:

1. That the Company, County and the City did enter into that certain Project Agreement dated _____ __, 2023 (the "Agreement").

2. Pursuant to Section 5 of the Agreement, the Company is required to file this Certificate of Compliance on an annual basis.

3. The undersigned hereby certifies on behalf of the Company that, as of _____ __, 20__, which is the ___ anniversary of the [County/City] First Payment Date, the Employment Level for the previous calendar year was _____ Full-Time Employees.

4. Capitalized terms not defined in this certificate have the respective meanings as provided in the Agreement.

AIRBUS AMERICAS, INC.

_____

[Name], [Title]

Date:_____

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Ramp - Airbus - Citys share - Economic Development Incentives

PROJECT # 7 C0007 **DATE OF RECEIPT** 05/11/2023

PROJECT DESCRIPTION Project Agreement by and among the City of Mobile, Mobile County Commission, and Airbus Americas, Inc.

CONTRACT AMOUNT $10,000,000

VENDOR NAME Airbus Americas, Inc.

VENDOR NUMBER

DEPT # 2500 **DEPT NAME** Finance

CONTRACT ADMINISTRATOR Relya Mallory

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual

Performance-Contributed Contractual multipurpose

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: Becky Barfield **Date** 05/11/2023

Revised 11/14/2019 Marilyn McMillan

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Project Agreement by and among the City of Mobile, the Mobile County Commission, and VT Mobile Aerospace Engineering, Inc.

Amount of Contract:

$187,500

Effective Date of Contract:

5/23/2023

Funding Source

Project # ST - VT-MAE **Discretionary Funds** n/a

Project String C0007 **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 authorizing Project Agreement by and among the City of Mobile, the Mobile County Commission and VT-MAE	Resolution Letter	5/11/2023
Project Agreement	Backup Material	5/11/2023
Capital Contract Summary Sheet	Backup Material	5/11/2023

REVIEWERS:

Department Reviewer	Action	Date

Legal	Barfield, Becky	Approved	5/11/2023 - 2:33 PM
Legal	Kern, Chris	Approved	5/11/2023 - 2:52 PM
Capital	Rhodes, Brenda	Approved	5/11/2023 - 2:56 PM
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 3:19 PM

A RESOLUTION AUTHORIZING A PROJECT AGREEMENT BY AND AMONG THE CITY OF MOBILE, THE MOBILE COUNTY COMMISSION, AND VT MOBILE AEROSPACE ENGINEERING, INC.

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council (the "City Council") of the City of Mobile, Alabama (the "City"), as follows:

Section 1. The City Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the City and **VT Mobile Aerospace Engineering, Inc.**, an Alabama corporation (the "Company") have agreed to the terms of that certain Project Agreement to be dated the date of delivery (the "Agreement"), as set forth hereinafter, for the purposes referenced therein.

(b) The Company has made a business decision to further develop, expand operations and add additional capacity to convert and modify Airbus passenger aircrafts into freight aircrafts at the Brookley Aeroplex in the City of Mobile (the "Project").

(c) As part of the Project, it is expected that the Company will employ at least two hundred (200) additional full-time employees, with a total capital investment required for the Project by the Company estimated to be approximately Five Hundred Ten Thousand Dollars ($510,000.00) within the timelines provided in the Agreement.

(d) In reliance on the Company's representations of the capital investment by the Company, employment and wage levels provided by the Company, and the development, performance, and operation of the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City and its citizens, the City has committed to make available to the Company certain incentives in the manner described in the Agreement, subject to applicable State and Federal laws and to certain recapture provisions as set forth in the Agreement. The City will make available to the Company One Hundred Eighty-Seven Thousand, Five Hundred Dollars ($187,500.00) (the "Incentive") to reimburse the Company for costs and capital expenses incurred in developing, constructing, and equipping the Project. The Company will be a direct beneficiary of the Agreement.

(e) The City will make multiple payments for the benefit of the Company in five (5) installments. The first installment payment, in the amount of Thirty-Seven Thousand, Five Hundred Dollars ($37,500), will be made by the City within thirty (30) days after the Company provides the City with a Certificate of Compliance (as defined in the Agreement) certifying that the Company has met the Jobs Target by the Jobs Target Date (each as defined in the Agreement). The City will make up to four (4) additional annual installment payments to the Company, in the amount of Thirty-Seven Thousand, Five Hundred Dollars ($37,500.00), on the following four (4) anniversaries of the initial installment payment date.

(f) The Incentive will benefit the Company in consideration of the Company's development of the Project, subject to fulfillment by the Company of certain commitments as described in the Agreement.

(g) The City is authorized to do any of the actions or undertakings referenced in Section 94.01 of the Constitution of Alabama of 1901 (as amended) ("Section 94.01" or "Amendment 772").

(h) The City is authorized under Section 94.01 to grant public funds or things of value to or in aid of any private entity for the purpose of promoting the economic development of the City.

(i) Pursuant to and for the purposes of Section 94.01, it is necessary, desirable and in the public interest for the City to provide the Incentive to the Company as set forth in the Agreement.

(j) The provision of the Incentive to the Company for the purposes specified in the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(k) (1) On May 3, 2023, the City caused to be published in the newspaper with the largest circulation in the City, the notice required by Section 94.01(c)(2).

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

Section 2. The City Council does hereby approve, adopt, authorize, ratify and confirm:

(a) the agreements, covenants, and undertakings of the City set forth in the Agreement; and

(b) the terms and provisions of the Agreement, in substantially the form submitted to the City Council.

Section 3. The Mayor is hereby authorized to execute and deliver the Agreement for and on behalf of and in the name of the City. The Clerk is hereby authorized and directed to affix the official seal of the City to the Agreement and to attest the same.

Section 4. The Mayor and the officers of the City are each hereby authorized to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Agreement, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this Resolution and the Agreement and to duly and punctually observe and perform all agreements and obligations of the City under the Agreement.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the City Council or other representative of the City, in connection with the agreements, covenants, and undertakings of the City hereby approved, or in connection with the preparation of the Agreement and the terms and provisions thereof, are hereby approved, ratified, and confirmed.

Section 6. All resolutions, orders, or parts of any thereof, of the City Council in conflict or inconsistent with any provision of this Resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 7. This Resolution shall take effect immediately.

Adopted:

_____

City Clerk

PROJECT AGREEMENT

THIS PROJECT AGREEMENT ("Agreement") is made and entered into as of _____, 2023 (the "Effective Date") by and among **MOBILE COUNTY, ALABAMA** ("County"), the **CITY OF MOBILE**, an Alabama municipal corporation (the "City"), and **VT MOBILE AEROSPACE ENGINEERING, INC.**, an Alabama corporation (the "Company"). The County, the City and Company are each a "Party" to this Agreement and are collectively referred to as the "Parties."

R E C I T A L S

WHEREAS, the Company has existing operations in the City and the County located at 2100 Aerospace Drive, Brookley Aeroplex, Mobile, Alabama 36615 (the "Facility") with five hundred seventy-nine (579) Full-Time Employee positions (the "Baseline Jobs Target") as of June 9, 2021;

WHEREAS, the Company wishes to expand and equip the existing Facility wherein the Company will add capacity to convert and modify Airbus passenger aircrafts into freight aircrafts (the "Project"), and where the Company is expected to create, in addition to the Baseline Jobs, at least two hundred (200) new Full-Time Employee positions, earning an average hourly wage of at least Twenty-One Dollars and Sixty-Three Cents ($21.63), exclusive of Fringe Benefits, with a total Capital Investment in the Project estimated to be Five Hundred Ten Thousand Dollars ($510,000);

WHEREAS, the Alabama Jobs Act (the "Act"), codified in Section 40-18-370, *et seq*. of the Code of Alabama, was passed by the Alabama Legislature for the purpose of fostering economic development and encouraging job creation within the State through the recruitment of quality projects and the expansion of existing businesses within the State;

WHEREAS, the Secretary of Commerce of the State of Alabama (the "Secretary") has found, and submitted to the Governor, a certification to the effect that the Project has a qualifying North American Industrial Classification System Code ("NAICS Code") of 33641 (Aerospace Product and Parts Manufacturing) and will employ at least fifty (50) new employees, and therefore meets the definition of a Qualifying Project under the Act;

WHEREAS, the Secretary has found and certified to the Governor of the State of Alabama that the Project meets the definition of a Qualifying Project under the Act and that the Company should be designated as an Approved Company under the Act, and in reliance the Governor has made such designations; and

WHEREAS, the State of Alabama and the Company have entered into a Project Agreement for the Project (the "State Project Agreement"); and

WHEREAS, in reliance on the Company's representations of the capital investment by the Company, employment and wage levels, and the expansion, performance and operation of the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City, the County and their respective citizens,

the City and the County have committed to make available to the Company certain incentives in the manner and amounts described herein, contingent upon the commitment of separate incentives by the State of Alabama and subject to existing law, as presently interpreted and construed.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions.

1. Scope of Agreement. This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments and representations set out in the Recitals, as well as all exhibits, attachments or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. Certain Definitions. For the purposes of this Agreement, the following terms shall have the meanings set out in this Section 2:

"Adequate Health Insurance Coverage" shall mean health insurance which provides, at a minimum, the following: hospital care, physician care, prenatal and postnatal care and prescription drugs; and for which the Company shall pay at least fifty percent (50%) of the Project Employee's insurance plan premium.

"Approval Event" means (i) any governmental approval not being granted or being materially delayed upon application having been duly made that complies with the requirements for such approval to be granted, or (ii) any governmental approval ceasing to remain in full force and effect, or not being renewed upon application having been duly made that complies with the requirements for such renewal to be granted.

"Baseline Job" shall mean any Full-Time Employee position that does not qualify as a Project Job. Full-Time Employee positions created by the Company during the Project Ramp-Up Period but not created for the Project shall be deemed Baseline Jobs. A Baseline Job must be occupied by a Full-Time Employee to count towards the Baseline Jobs Target.

"Baseline Jobs Target" shall mean five hundred seventy-nine (579) Full-Time Employee positions employed at the Facility as of June 9, 2021.

"Capital Investment" shall have the meaning as provided in the Act.

"Capital Investment Target" shall have the meaning set forth in Subsection 3(b) of this Agreement.

"Capital Investment Target Date" shall have the meaning set forth in Subsection 3(b) of this Agreement, unless such date is extended by the Secretary pursuant to the State Project Agreement. The Company shall notify the City and the County in writing of any such extension within ten (10) days following receipt by the Company of the Secretary's written acknowledgement of any such extension.

"City" shall have the meaning set forth in the Preamble hereof.

"City Commitment" shall have the meaning set forth in Section 4(b) hereof.

"City First Payment Date" shall have the meaning set forth in Section 4(b) hereof.

"Commence Operations" or "Commencement of Operations" shall mean that the Company is converting and modifying Airbus passenger aircrafts into freight aircrafts at the Facility in commercial quantities.

"Company" shall mean VT Mobile Aerospace Engineering, Inc., an Alabama corporation.

"County" shall have the meaning set forth in the Preamble hereof.

"County Commitment" shall have the meaning set forth in Section 4(a) hereof.

"County First Payment Date" shall have the meaning set forth in Section 4(a) hereof.

"Effective Date" shall have the meaning set forth in the Preamble hereof.

"Employment Level" shall mean the Yearly Average of Baseline Jobs and the Yearly Average of Project Jobs.

"Facility" shall mean the Company's existing facility that is to be expanded located at 2100 Aerospace Drive, Brookley Aeroplex, Mobile County, Alabama 36615, as set forth in the Recitals of this Agreement, and any additional facility occupied by the Company in the future located on land owned by the Mobile Airport Authority.

"Fringe Benefits" shall have the meaning set forth in the State Project Agreement.

"Full-Time Employee" shall have the meaning set forth in the State Project Agreement.

"Indemnified Parties" shall have the meaning set forth in Section 16 hereof.

"Jobs Target" shall have the meaning set forth in Section 3(c) hereof.

"Jobs Target Date" shall have the meaning set forth in Section 3(c) hereof, unless such date is extended by the Secretary pursuant to the State Project Agreement. The Company shall notify the City and the County in writing of any such extension within ten (10) days following receipt by the Company of the Secretary's written acknowledgement of any such extension.

"MAA" shall mean the Mobile Airport Authority.

"Maintenance Period" shall mean the period of five (5) years immediately following the later of the County First Payment Date and the City First Payment Date.

"Minimum Average Hourly Wage" shall have the meaning set forth in Subsection 3(c) of this Agreement.

"NAICS Code" shall mean a North American Industrial Classification System Code.

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Employee" shall mean new Full-Time Employees occupying a Project Job. All Project Employees shall be eligible to receive any Fringe Benefit provided by his or her employer.

"Project Job" shall have the meaning set forth in the State Project Agreement.

"Project Jobs Target" shall have the meaning set forth in Subsection 3(c) of this Agreement.

"Project Ramp-Up Period" shall mean the period of time beginning on the effective date of the State Project Agreement and ending on the Jobs Target Date.

"Secretary" shall mean the Secretary of Commerce of the State of Alabama.

"State" shall mean the State of Alabama.

"State Project Agreement" shall have the meaning set forth in the Recitals hereof.

"Yearly Average" shall mean the average number of Baseline Jobs or Project Jobs, as the case may be, calculated on an annual basis for each year. The Yearly Average shall be calculated by adding the total number of employees occupying a Baseline Job or Project Job, as applicable, on the 15th day of each month in the applicable year and dividing that sum by twelve (12).

"Yearly Average Target" shall mean seven hundred fifty (750) Full-Time Employees which is the Project Jobs Target plus ninety-five percent (95%) of the Baseline Jobs Target.

3. The Company's Commitments, Representations and Warranties. The Company acknowledges that the citizens of the County and City anticipate the prompt receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project. In consideration of the County and City providing the incentives described herein, the Company makes the following commitments to the County and City:

(a) The Company shall Commence Operations not later than June 30, 2023, unless such date is extended by the Secretary pursuant to the State Project Agreement. The Company shall notify the City and the County in writing of any such extension within ten (10) days following receipt by the Company of the Secretary's written acknowledgement of any such extension.

(b) In furtherance of the Project, not later than June 30, 2023 (the "Capital Investment Target Date"), the Company's total Capital Investment in the Project is estimated to be Five Hundred Ten Thousand Dollars ($510,000) (the "Capital Investment Target").

(c) Not later than the December 31, 2025 (the "Jobs Target Date"), the Company shall create at least 200 Project Jobs (the "Project Jobs Target"), wherein Project Employees earn an average hourly wage of at least Twenty-One Dollars and Sixty-Three Cents ($21.63), exclusive of

Fringe Benefits (the "Minimum Average Hourly Wage"), and maintain a total of seven hundred seventy-nine (779) Baseline Jobs and Project Jobs (the "Jobs Target").

(d) The Company acknowledges that Fringe Benefits shall include Adequate Health Care Coverage for all Project Employees.

(e) The Company shall give good faith consideration to County-based contractors and vendors and County and City residents to provide products and services in constructing, equipping, and operating the Project. The Company shall use commercially reasonable efforts to ensure that contractors and vendors selected by the Company for the Project are in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law. Notwithstanding the foregoing, the Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(f) The Company acknowledges and agrees that the City and the County, as a matter of public policy, encourage minority-owned and disadvantaged business entity participation to the maximum extent possible. It is the intent of the Company to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in constructing, equipping, and operating the Project. The Parties acknowledge that selection of vendors providing products and services for the Project shall be at the sole discretion of the Company.

(g) The Company shall give good faith consideration for employment at the Project to qualified County and City residents, subject in all cases to the Company's then usual and customary hiring policies. Notwithstanding the foregoing, the Parties acknowledge that selection, hiring, and termination of employees for the Project shall be at the sole discretion of the Company.

(h) The Company is expecting numerous employees from throughout the United States and overseas, employed by the Company and other affiliates, to travel to the County and City on a regular basis. The Company agrees to use good faith best efforts to encourage employees of the Company to utilize hotels and similar facilities located within the County and City.

(h) The Company agrees to use good faith best efforts to encourage its employees who will work at the Project to secure housing located within the County and City. Notwithstanding the foregoing, the Parties acknowledge that housing decisions shall be at the sole discretion of the Project Employees.

(i) The Company has made available adequate funding to complete the development and construction of the Project and fund the operations of the same.

(j) The Company is in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Alabama laws applicable to its operations throughout the duration of this Agreement including any applicable employment and immigration laws.

(k) By signing this Agreement, the Company affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State. Furthermore, if the

Company is found to be in violation of this provision, the Company shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom. The Company has provided documentation to the County and City evidencing its participation in the E-Verify program.

(l) The Company shall satisfy in all material respects its obligations under other agreements with local governments or private economic development organizations, if any, which relate to the Project.

(m) The Company is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

(n) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and (ii) that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement and make the commitments contained in this Agreement, such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures. Upon request by the County and/or City, reasonable documentation of the foregoing authority and action shall be provided by the Company. The Company's legal counsel, upon reasonable request by the County and/or City, shall furnish to the County and/or City an opinion of counsel or other form of documentation reasonably satisfactory as to the matters set forth in Section 2(j) and Section 2(m). Further, upon reasonable request of the County and/or City, the Company's accountants and other representatives shall furnish to the County and/or City other forms of documentation reasonably satisfactory as to the matters described herein.

4. Commitments of the County and the City. In consideration of the Company undertaking the Project and the economic benefit to the County, City, and local community to be realized from the Project:

(a) County Commitment. The County shall make available to the Company One Hundred Eighty-Seven Thousand, Five Hundred and No/100 Dollars ($187,500.00) (the "County Commitment") to reimburse the Company for capital expenses incurred in developing, constructing, and equipping the Project. The County shall make annual installment payments for the benefit of the Company in five (5) equal installments of Thirty-Seven Thousand, Five Hundred and No/100 Dollars ($37,500.00) as provided herein. The County shall pay the first installment payment within thirty (30) days after the Company provides the County with a Certificate of Compliance, substantially in the form attached hereto as **Exhibit A**, certified by an executive officer of the Company, that the Company has met the Jobs Target by the Jobs Target Date. The payment date of the first installment payment shall be referred to as the "County First Payment Date." The County shall make an installment payment in the amount of Thirty-Seven Thousand, Five Hundred and No/100 Dollars ($37,500.00) on the following four (4) anniversaries of the County First Payment Date. Payment under this Section 4(a) shall be in accordance with and subject to the provisions of Section 5.

(b) City Commitment. The City shall make available to the Company One Hundred Eighty-Seven Thousand, Five Hundred and No/100 Dollars ($187,500.00) (the "City Commitment") to reimburse the Company for capital expenses incurred in developing, constructing, and equipping the Project. The City shall make annual installment payments for the benefit of the Company in five (5) equal installments of Thirty-Seven Thousand, Five Hundred and No/100 Dollars ($37,500.00) as provided herein. The City shall pay the first installment payment within thirty (30) days after the Company provides the City with a Certificate of Compliance, substantially in the form attached hereto as **Exhibit A**, certified by an executive officer of the Company, that the Company has met the Jobs Target by the Jobs Target Date. The payment date of the first installment payment shall be referred to as the "City First Payment Date." The City shall make an installment payment in the amount of Thirty-Seven Thousand, Five Hundred and No/100 Dollars ($37,500.00) on the following four (4) of the City First Payment Date. Payment under this Section 4(b) shall be in accordance with and subject to the provisions of Section 5.

(c) [Reserved.]

(d) Assistance with Tax Exemption. Attached hereto as **Exhibit B** is a copy of a letter from the Revenue Commissioner for Mobile County, the public official whose duties include determining and assessing real property subject to ad valorem taxation, stating that Project improvements owned by MAA will not be subject to ad valorem taxes pursuant to Section 4-3-59, Code of Alabama (1975) as in effect on the date hereof.

(e) [Reserved.]

5. Annual Compliance. The Company acknowledges that the incentives offered by the County and City hereunder are based, in part, on the estimated economic impact that will be realized from the Company's capital investment, additional payroll and jobs created by the Project, and that those benefits are justified only if the Company fulfills its commitments as described herein. Within thirty (30) days after each annual anniversary of the County First Payment Date during the Maintenance Period, the Company shall furnish to the County a Certificate of Compliance certifying the Employment Level of the Project and compliance with the Minimum Average Hourly Wage requirement for the previous calendar year. Within thirty (30) days after each annual anniversary of the City First Payment Date during the Maintenance Period, the Company shall furnish to the City a Certificate of Compliance certifying the Employment Level of the Project and compliance with the Minimum Average Hourly Wage requirement for the previous calendar year. The County and/or City may require the Company to provide such other documentation which the County and/or City deems reasonably necessary to confirm the Company's certification.

6. Disbursements of the County Commitment and the City Commitment.

(a) At the direction of the Company, reimbursements for the County Commitment by the County and for the City Commitment by the City may be paid directly to the MAA for the benefit of the Company.

(b) All reimbursements for the County Commitment by the County shall be based upon the Certificate of Compliance provided by the Company to the County, as follows:

(i) If the Employment Level for the previous year equals or exceeds the Yearly Average Target, then the County shall pay the full $37,500 installment payment.

(ii) If the Employment Level for the previous year equals or exceeds 85% of the Yearly Average Target, but is less than the Yearly Average Target, then the County shall pay a pro rata amount as the installment payment. For example, if the Employment Level is 85% of the Yearly Average Target, then the installment payment amount would be $31,875 ($37,500 x 85%).

(iii) If the Employment Level for the previous year is less than 85% of the Yearly Average Target, then the County would not owe an installment payment for that year.

(c) All reimbursements for the City Commitment by the City shall be based upon the Certificate of Compliance provided by the Company to the City, as follows:

(i) If the Employment Level for the previous year equals or exceeds the Yearly Average Target, then the City shall pay the full $37,500 installment payment.

(ii) If the Employment Level for the previous year equals or exceeds 85% of the Yearly Average Target, but is less than the Yearly Average Target, then the City shall pay a pro rata amount as the installment payment. For example, if the Employment Level is 85% of the Yearly Average Target, then the installment payment amount would be $31,875 ($37,500 x 85%).

(iii) If the Employment Level for the previous year is less than 85% of the Yearly Average Target, then the City would not owe an installment payment for that year.

7. Grounds for Termination of the Obligations of the County and City. The obligations of the County and/or City hereunder may be terminated by the County and/or City, as applicable, by providing written notice to the Company, upon the occurrence of any of the following events:

(a) Failure of the Company to file any Certificate of Compliance that is required by the terms of this Agreement. After any such failure, the County and/or City shall provide thirty (30) days written notice to the Company and provide the Company with an opportunity to cure before declaring a default.

(b) The reasonable determination by the County or City that any representations made by the Company or its agents to induce the County or City or any agency or subdivision thereof to offer incentives to the Company pursuant to this Agreement are not true in any material respect.

8. Costs and Expenses. Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated

herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys or approvals for this Agreement or otherwise.

9. Assignment. This Agreement is not assignable, except that the Company shall have the right at any time to assign this Agreement or any part hereof if such assignment is part of a transfer of substantially all of the Company's assets related to the Project. In the event of such assignment, the Company shall give the County and City written notice at least ten (10) days prior to the effective date of such assignment. Any assignee must agree in writing to assume the obligations of the Company under this Agreement. In the event of such an assignment the Company hereby agrees to continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused therefrom by the County and/or City, to be expressed in writing and signed by an authorized representative of the County and/or City, as applicable. The above-mentioned notice must contain sufficient documentation to satisfy the County and/or City that the proposed assignee has agreed to perform all obligations required of the Company under this Agreement. In the absence of written notice by the Company that meets the requirements above, the Agreement shall not be assignable. Nothing herein shall prohibit the Company from assigning this Agreement through a merger or otherwise by operation of law.

10. Further Assurances. The County and City each agree to do all things and take all actions permitted by law required by this Agreement. The Company agrees to do all things and take all actions permitted by law required by this Agreement.

11. Section Titles and Headings. The section titles and headings of this Agreement are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

12. Survival of Representations and Warranties. The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

13. Waivers. Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

14. Time is of the Essence. The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

15. Notices. All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To the County:

Mr. Glenn L. Hodge
Mobile County Administrator
Mobile County Commission
Post Office Box 1443
Mobile, Alabama 36633

With a copy to:
Jay Ross, Esq.
Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

To the City:

City of Mobile
Office of City Clerk
Mobile Government Plaza
9th Floor, South Tower
205 Government Street
Mobile, Alabama 36644

With a copy to:
Honorable William S. Stimpson
Mayor of the City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

With a copy to:
Britton Bonner, Esq.
Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

To the Company:

Adrin Lim
2100 Aerospace Drive
Brookley Aeroplex
Mobile, Alabama 36615

With a Copy to:
Ryan Lee
2100 Aerospace Drive
Brookley Aeroplex
Mobile, Alabama 36615

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 15.

16. Indemnification. The Company shall release, save, hold harmless, and indemnify the County and City, their elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all third party claims arising from the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors or employees in connection with the Project, and from and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the County or City, shall defend the same at the Company's expense by counsel reasonably satisfactory to the County and/or City as the case may be. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or the like in connection with work, labor and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

17. Entire Agreement; Amendment. This Agreement, except as expressly noted herein, is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by a written modification executed by duly authorized representatives of each of the Parties.

18. Press Releases. To the extent permitted by applicable law, the County and City each agrees to cooperate fully to coordinate with the Company in connection with all press releases and publications concerning the Project.

19. Binding Effect; Change in Law. This Agreement and all terms, provisions and obligations of the Company herein are binding upon and shall inure to the benefit of the Company and its permitted successors and assigns. This Agreement and all terms, provisions and obligations of the County and the City herein are binding upon and shall to the extent provided by the terms of this Agreement inure to the benefit of the County and the City, as the case may be, and all other agencies, departments, divisions, governmental entities, public corporations and other entities acting on behalf of the County or the City. In the event of a change in law after the Effective Date, the result of which would be to lessen or remove from the Project the economic benefit of any incentives provided hereunder, the County and the City shall enter into good faith discussions for the purpose of seeking a mutually acceptable way, to the extent permitted by law, to provide the Company either with an exemption from the law as so changed or another incentive having equivalent economic effect to the benefit so lessened or removed.

20. Execution and Performance of Company's Commitments, Representations and Warranties. The Parties agree that, in executing and performing on the commitments, representations and warranties set forth in Section 3, the Company shall be entitled to execute and perform either directly, or indirectly through the Company's parents, affiliates or subsidiaries, and

that such indirect performance shall be accounted and recorded as performance and execution of the Company for purpose of this Section 3 and this Agreement.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

[*Signature Pages Follow*]

[*Remainder of Page Intentionally Left Blank*]

VT MOBILE AEROSPACE ENGINEERING, INC.

By: _____

Name: Adrian Lim

Title: SVP / GM

Date: 05/05/2023

STATE OF Alabama }
}
COUNTY OF Mobile }

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Adrian Lim, as SVP / GM of the VT MOBILE AEROSPACE ENGINEERING, INC., and whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily and with full authority for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this 5th day of May, 2023.

_____
Notary Public
My Commission Expires: May 5, 2025

Signature Page for Project Agreement
by and among VT MAE, Mobile County, and the City of Mobile

ATTEST:

_____
Glenn L. Hodge
County Administrator

MOBILE COUNTY COMMISSION

_____
Connie Hudson, President

Signature Page for Project Agreement
by and among VT MAE, Mobile County, and the City of Mobile

ATTEST:

_____
Lisa C. Lambert
City Clerk

CITY OF MOBILE, ALABAMA

_____
William S. Stimpson, Mayor

EXHIBIT A

CERTIFICATE OF COMPLIANCE

DATE: _____

TO: _____
_____
_____

FROM: VT MOBILE AEROSPACE ENGINEERING, INC.

RE: PROJECT ST

AMOUNT REQUESTED: $_____

The undersigned officer of VT MOBILE AEROSPACE ENGINEERING, INC. ("Company") hereby certifies to the [CITY OF MOBILE ("City")/MOBILE COUNTY, ALABAMA ("County")] that he or she has knowledge of the facts set out below and does hereby certify as follows:

1. That the Company, County and the City did enter into that certain Project Agreement dated _____ __, 2023 (the "Agreement").

2. Pursuant to Section 5 of the Agreement, the Company is required to file this Certificate of Compliance on an annual basis.

3.

(a) **For the Initial Payment:**

The undersigned hereby certifies on behalf of the Company that, as of _____ __, 20__, the Company has met the Jobs Target by the Jobs Target Date, with a combined total of _____ Baseline Jobs and Project Jobs.

(b) **For Subsequent Payments:**

The undersigned hereby certifies on behalf of the Company that, as of _____ __, 20__, which is the ___ anniversary of the [County/City] First Payment Date, the Employment Level for the previous calendar year was _____ Full-Time Employees, and the average hourly wage for the previous calendar year was $_____.

4. Capitalized terms not defined in this certificate have the respective meanings as provided in the Agreement.

VT MOBILE AEROSPACE ENGINEERING, INC.

By: _____
Title: _____

EXHIBIT B

LETTER FROM MOBILE COUNTY REVENUE COMMISSIONER

Kim Hastie
Revenue Commissioner
Mobile County
P.O. Box 1169
Mobile, Alabama 36633-1169

_____ ___, 2023

Mobile Airport Authority
1891 Ninth Street
Mobile, Alabama 36655

RE: VT-MAE Project ST

Dear Ladies and Gentlemen:

The office of Revenue Commissioner is an elected office created by state statute which consolidates the duties of Tax Collector and Tax Assessor. In my official capacity, I follow state law in determining which properties are subject to or exempt from assessment for and collection of ad valorem taxes.

The Mobile Airport Authority ("MAA") was incorporated pursuant to Alabama Code (1975), § 4-3-1, et seq. Section 4-3-59 provides in part that, "[a]ll property and income of the Authority shall be exempt from state, county, municipal and other local taxation…." As such, my office recognizes this exemption and does not require assessment of real property owned by MAA for ad valorem taxes.

I understand that VT Mobile Aerospace Engineering, Inc., or an assignee (collectively, "VT-MAE") may construct certain improvements to an existing facility owned by MAA and leased to VT-MAE (the "Facility") to further develop, expand operations and add additional capacity for VT-MAE to convert and modify Airbus passenger aircrafts into freight aircrafts. I understand that you expect that MAA will retain title to the Facility and that the terms of the lease will cause MAA to be treated as the owner of the Facility for federal income tax purposes. If MAA remains the owner of the Facility for purposes of federal income taxes the property will be exempt from ad valorem taxes.

The representations made in this letter are based on the factual assumptions set out herein and on existing law.

Sincerely,

Kim Hastie
Revenue Commissioner

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: ST - VT-MAE - Citys share - Economic Development Incentives

PROJECT # 7 C0007 **DATE OF RECEIPT** 05/11/2023

PROJECT DESCRIPTION Project Agreement by and among the City of Mobile, Mobile County Commission, and VT Mobile Aerospace Engineering, Inc.

CONTRACT AMOUNT $187,500

VENDOR NAME VT Mobile Aerospace Engineering, Inc.

VENDOR NUMBER

DEPT # 2500 **DEPT NAME** Finance

CONTRACT ADMINISTRATOR Relya Mallory

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual

Performance-Contributed Contractual multipurpose

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: Becky Barfield **Date** 05/11/2023

Revised 11/14/2019 Marilyn McMillan

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Memorandum of Understanding with the City of Semmes assenting to the annexation by the City of Semmes of certain properties

Amount of Contract:
n/a

Effective Date of Contract:
5/23/2023

Funding Source

Project # Resolution Assenting to the Annexation of Certain Properties by the City of Semmes — **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

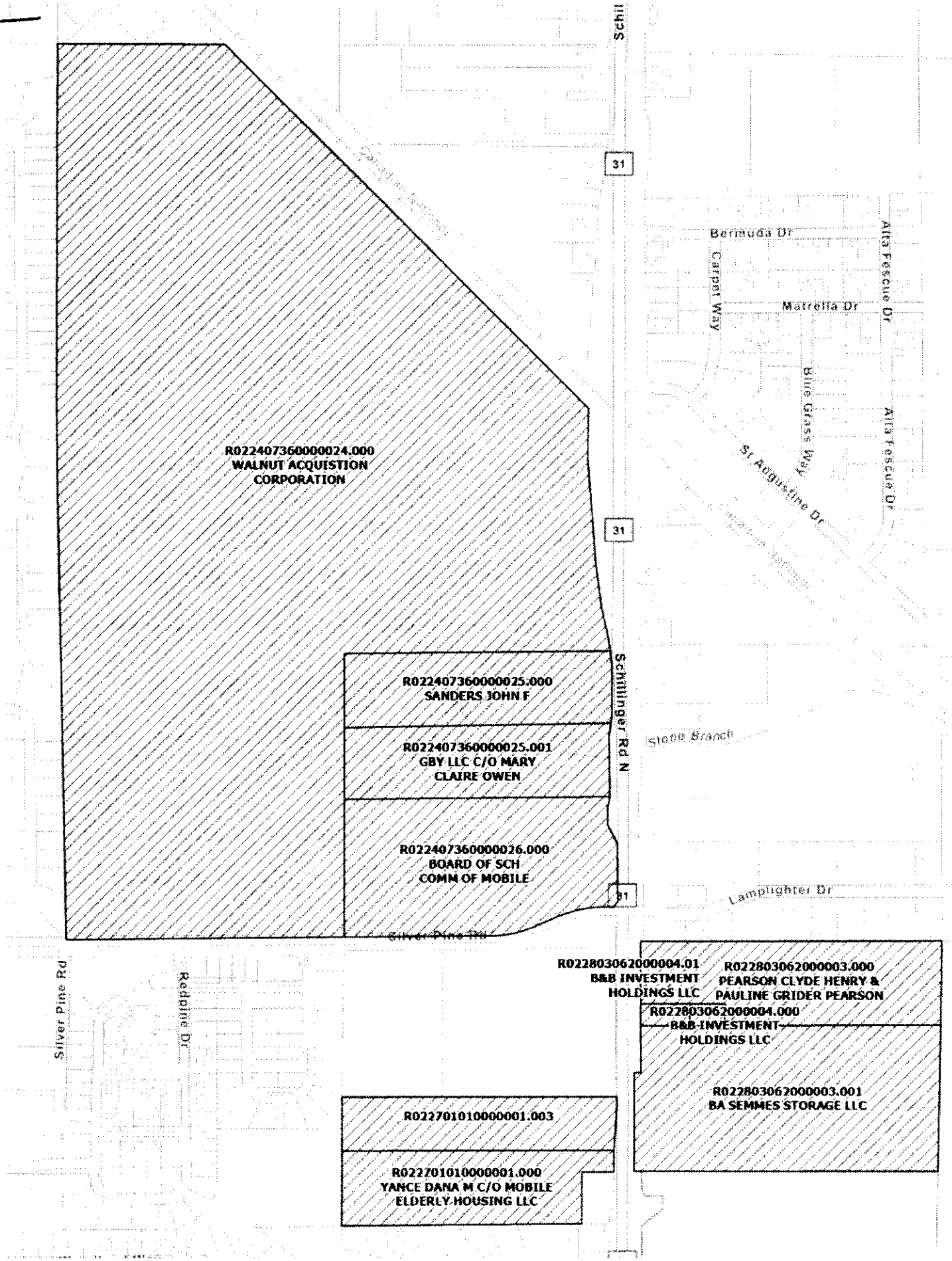
ATTACHMENTS:

Description	Type	Upload Date
Map	Cover Memo	5/12/2023
resolution	Cover Memo	5/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	5/11/2023 - 9:53 AM
Legal	Kern, Chris	Approved	5/11/2023 - 9:55 AM

Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 3:10 PM


R022407360000024.000
WALNUT ACQUISTION
CORPORATION
R022407360000025.000
SANDERS JOHN F
R022407360000025.001
GBY LLC C/O MARY
CLAIRE OWEN
R022407360000026.000
BOARD OF SCH
COMM OF MOBILE
R022803062000004.01
B&B INVESTMENT
HOLDINGS LLC
R022803062000003.000
PEARSON CLYDE HENRY &
PAULINE GRIDER PEARSON
R022803062000004.000
B&B INVESTMENT
HOLDINGS LLC
R022803062000003.001
BA SEMMES STORAGE LLC
R022701010000001.003
R022701010000001.000
YANCE DANA M C/O MOBILE
ELDERLY HOUSING LLC
Schillinger Rd N
Silver Pine Rd
Redpine Dr
Bermuda Dr
Carpet Way
Matrella Dr
Blue Grass Way
St Augustine Dr
Alta Fescue Dr
Lamplighter Dr
Stone Branch
31

2023

RESOLUTION ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTIES BY THE CITY OF SEMMES

Sponsored by Mayor William S. Stimpson

WHEREAS, the City of Semmes, a municipal corporation, has undertaken to annex certain properties adjacent to Schillinger Road, or in the case of some of the properties intends to exercise its rights to annex certain properties pursuant to section 11-42-21 of the Code of Alabama, said properties being identified by the following Parcel Key Numbers:

R022407360000024.000
R022407360000025.000
R022407360000025.001
R022407360000026.000
R022701010000001.003
R022701010000001.000
R022803062000003.000
R022803062000004.01
R022803062000004.000
R022803062000003.001

WHEREAS, all of the properties described above are located in the overlapping police jurisdictions of the City of Mobile and the City of Semmes. A map showing the location of the properties is attached to this Resolution.

WHEREAS, the City of Semmes has requested that the City of Mobile assent to the annexation of said properties by the City of Semmes pursuant to section 11-42-21(c) of the Code of Alabama.

WHEREAS, in the spirit of mutual cooperation between the two cities the City of Mobile agrees to the annexation of said properties by the City of Semmes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, as follows:

1. That pursuant to section 11-42-21(c) of the Code of Alabama the City of Mobile does hereby assent to the annexation by the City of Semmes of the properties identified by the following Parcel Key Numbers:

R022407360000024.000
R022407360000025.000
R022407360000025.001
R022407360000026.000
R022701010000001.003
R022701010000001.000
R022803062000003.000
R022803062000004.01
R022803062000004.000
R022803062000003.001

such that upon completion of the annexation process the corporate limits of the City of Semmes will be extended and rearranged to embrace and include the property and the property will become a part of the corporate area of the City of Semmes, all as contemplated by and in accordance with section 11-42-21(c).

2. This Resolution is effective upon the execution by both parties of the Memorandum of Understanding with the City of Semmes and the City of Mobile attached hereto as Exhibit A.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for 2 Elgin Pelican street sweepers for Public Services.
General fund.

Amount of Contract:

$552,588.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230511 Sansom Agenda Package POs	Cover Memo	5/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 2:53 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
8361	2023	(F7000) MOTOR POOL	2 ELGIN PELICAN STREET SWEEPERS FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$552,588.00	(390715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00008361-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/23	190715	04/12/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2023 OR NEWER ELGIN PELICAN STREET SWEEPER. TO BE DELIVERED FOB MOBILE PRICING AS PER OMNIA / SOURCEWELL CONTRACT 093021-ELG AND YOUR QUOTE #SECQ6212 DATED 5-8-2023	2.00 EACH	276294.00000	552588.00
	Additional Description Notes 2023 OR NEWER ELGIN PELICAN STREET SWEEPER. REQUESTED BY 2086 PUBLIC SERVICE MAINTENANCE.			
1	1000.40.20.2070.2086.2070.0000.0000.47010.			552588.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 552588.00

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

Account	Amount	Remaining Budget

Bill To	Requisition 00008361-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.47010. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/23	190715	04/12/23			MOTOR POOL

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.47010.	552588.00	2974126.71
PUBLIC SERVICE MAINTENANCE EXP EQUIPMENT (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	04/12/23	SHONNDA SMITH	
Approved	04/12/23	JAMES DELAPP	Auto approved by: 910518244
Approved	04/12/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	05/11/23	SHONNDA SMITH	
Approved	05/11/23	JAMES DELAPP	Auto approved by: 910518244
Approved	05/11/23	CASI CALLAWAY	Auto approved by: 910518244
Rejected	05/10/23	JOHN PAINE	PRICE SHOULD BE $ 276.294 EA
Approved	05/11/23	DONALD ROSE	Auto approved by: 9105paij
Approved	05/11/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/11/23	JOHN PAINE	
Approved	05/11/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: EA816B01-BB77-4918-B2F2-DE921CD3633A

Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company, 1300 West Bartlett Road, Elgin, IL 60120 (Supplier).

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

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

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

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

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

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

Minimum Limits:
$2,000,000

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

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

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell	Elgin Sweeper Company
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: David Panizzi 67407721F3A64A7...
By: _____	By: _____
Jeremy Schwartz	David Panizzi
Title: Chief Procurement Officer	Title: Business Development Manager
Date: 11/15/2021 | 11:35 AM CST	Date: 11/22/2021 | 8:45 AM CST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 11/22/2021 | 10:11 AM CST

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name:	Elgin Sweeper Co.
Does your company conduct business under any other name? If yes, please state:	Elgin Sweeper Co. Division of Federal signal
Address:	1300 W Bartlett Rd Elgin, IL 60120
Contact:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Phone:	847-622-7153 402385
HST#:	36-2351764

Submission Details

Created On:	Monday September 13, 2021 13:04:04
Submitted On:	Wednesday September 29, 2021 16:49:19
Submitted By:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Transaction #:	cd6ff737-3555-439f-821b-fc3b047a5759
Submitter's IP Address:	50.238.226.126

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Elgin Sweeper Company (Division of Federal Signal Corp.)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Elgin Sweeper Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	No other names	*
4	Proposer Physical Address:	1300 West Bartlett Rd. Elgin, IL 60120	*
5	Proposer website address (or addresses):	www.elginsweeper.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Elgin Sweeper works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with 107 years of street sweeper design and manufacturing experience. We are focused on designing, manufacturing and distributing high-quality street sweeping equipment that serves municipal, governmental, industrial and institutional customers. We are focused on doing this with high regard for our employees and our environment.	*
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in street sweeper designs and product offerings.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Elgin Sweeper Co.has been manufacturing street sweepers for over 107 years. Today we are the leading manufacturer of sweepers for municipalities and governmental agencies in North America. We offer the the broadest selection of street sweepers across various sweeping technologies. We utilize mechanical, regenerative air, pure vacuum sweeper and we offer alternative fuels including CNG and hybrid electric sweeping. Elgin is a subsidiary of Federal Signal - a publicly traded company with more than $1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https//:www.federalsignal.com/annual-quarterly-reports	*
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sweeping model/technologies, we believe our market share to be 40+%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we are approximately 35% market share across all types of sweeping technologies.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Elgin Sweeper Co. and Federal Signal Corp. have never been the subject of a bankruptcy action.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-user. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Elgin is ISO 9001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Elgin Broom Bear - Contractor's Choice Awards GOLD for 2016, 2017, 2019 and SILVER for 2018 from Roads and Bridges Publication. 2019 Workforce Development Award from Elgin Area Chamber of Commerce (Elgin Development Group). Federal Signal Work Place Hazard Reduction Award for 2019 & 2020.	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 68%	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes as those are not tracked.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Again, annual sales volumes are unknown.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
City of Chesapeake, VA member #52040	Mike McColgan	(757) 382-3321	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	Elgin has six Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President	*
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.	*
27	Service force.	Internally, Elgin has an Inside Service organization with seven technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sweeper is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the sweeper. History is showing that Elgin dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service starts from the delivery process with Sweeper installation/operation training. Shorty after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Elgin Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Elgin we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Elgin and our dealers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use street sweepers.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service any and all Sourcewell participating entities.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Elgin utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, You Tube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experiences the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMs, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sweeper as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.	*
40	Describe any technological advances that your proposed products or services offer.	We have a number of technological advances on current product offerings including single-engine sweepers. We use advance variable planetary drive system (VPD) to drive sweeper components without sacrificing sweep performance. This drive system is a unique technology for our industry. We currently offer this single-engine technology for two of our four air sweeper models. More are in development. We also have an electric-hybrid sweeper that is available mounted on a diesel or CNG powered chassis. Sweeping is powered electrically while the chassis propulsion and battery re-charging is done with the diesel or clean CNG chassis power. Our pipeline of development items is significant as well. Users will see a number of new products utilizing technological advances in the coming years. This is all attributable to our Engineering and Product Development group where we focus on employing new technologies for our products.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We have a working relationship and agreement with NASCAR Green, the sustainability arm of NASCAR sweeping. We have worked with them for approximately eight years and we are the exclusive sweeper for all major NASCAR events. We were chosen after comprehensive testing of our sweeper product and we were chosen because of benefits such as fuel efficiency and ability to design and deliver very specific features required for use on race tracks. We offer single-engine sweep technologies on several models and we are able to show improved fuel efficiency and noise reduction. This theme has continued most recently with development of our hybrid-electric sweeping technology that tis now available with our Broom Bear sweeper. Sourcewell members can look forward to additional "green" solutions in the near future.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Elgin Sweeper Company is committed to providing environmental solutions that reduce storm water runoff pollution and air pollution. Years ago we introduced our "Eco-Infused" Technology to our brand which is development platform that combines science and innovation to produce more environmentally efficient sweepers. From alternative fuel to waterless dust control to singled-engine sweeper technology to electric hybrid powered sweepers, Elgin is a technology leader in developing products that result in cleaner streets, water and air. We have been recognized by NASCAR green with a long-term partnership (9 years running) based on our ability to provide track sweeping and drying in the most efficient manner available.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Elgin's unique attributes include a full-line of street/road sweepers that can be configured for virtually any road sweeping application. The full line includes multiple units of purpose build mechanical, chassis mounted mechanical, regenerative air, pure vacuum sweepers, as well as alternative fuel. Our dealer network positions us to serve and support virtually any Sourcewell member in the US and Canada. We have long-term relationships with our dealer network which means we work well together and ultimately, our customers and Sourcewell members benefit. Together, and with our complete-line of sweeper offerings, we can focus on specific sweeping applications that would best serve our customers and Sourcewell membership. We do not need to push one technology or nudge customers in a certain direction as we offer all types of sweeping. We have a full service engineering department which provides tremendous flexibility to offer unique option requests to meet specific customer/member requirements. Lastly, our long relationship with Sourcewell means that we are familiar with member needs and also with vendor requirements - such as reporting and managing our contract effectively to the mutual benefit of all parties.	*

Table 9: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as brooms.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Elgin and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Elgin and our dealers. We have been know to assist our end user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a sweeper returned. If one of our sweepers was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their sweeper - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific seasonal specials in preparation for sweeping season. These are dealer specific.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment terms are established between the Elgin dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do most of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and u is net 30-days.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Egin dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example documents in the upload section.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The payment process for members is a transaction between Sourcewell member and Elgin dealer. I do not believe P-card transactions are used. We do not accept P-Card payments from our dealers. We have no hidden or undisclosed costs.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering our full-line of sweepers. Our pricing model is a simple 3% discount from list price on all sweeper products including options, exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sweepers. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. Used Sweepers, primarily from rental fleet, are generally late model and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and Elgin dealer. This allows members a method of obtaining a quality sweeper at a much lower initial acquisition cost.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For new equipment a 3% discount from list price applies. This discount applies to all Elgin manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted. Used equipment pricing will be negotiated and agreed to between member and Elgin dealer.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts could be considered on a case-by-case basis.	*
59	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Elgin. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our product are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Elgin sweeper-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sweepers. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary, we do not provide chassis pricing. We will provide chassis quote through our dealer at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the sweeper, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of street sweepers for this Sourcewell proposal is typically better than what we offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Elgin) and is not a line item past on to the member.	*

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

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental, a full-line of street sweepers. We offer purpose-built mechanical sweepers, chassis-mounted mechanical, regenerative air and pure vacuum sweeping technologies. We also offer a number of our models utilizing alternative fuels including Compressed Natural Gas (CNG) and hybrid electric sweepers. Our product offering represents the most comprehensive line-up of full-sized street sweepers for use in municipal, county highway and state DOT applications. Because of recent popularity of renting sweepers, we are offering rental option for our line of sweepers as well as the sale of late model used sweeper equipment.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	Our focus is on street, highway, runway, construction, and large parking lot sweepers. Our subcategories include purpose-built, chassis-mounted diesel and alternative fuels including Compressed natural gas (CNG) and hybrid (electric) solutions. It should be noted that our sweepers have a comprehensive list of options and accessories that are available to customize our products for specific and geographic applications including waterless sweeping and high-altitude sweeping. These options are including in our offering.	*

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

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

Line Item	Category or Type	Offered *	Comments	
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	(•) Yes ( ) No	Eight different models with optional variations for specific sweeping applications.	*
71	Runway sweeping and cleaning equipment	(•) Yes ( ) No	We offer an option of our regen sweeper for higher speed runway and tarmac sweeping applications.	*
72	Litter, trash, and debris vacuums	(•) Yes ( ) No	Our regenerative air and pure vacuum sweepers are available with Catch basin hose that can add versatility to pick-up debris below surface grade or on/in street shoulders and parkways.	*
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	( ) Yes (•) No	Service parts are not offered.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Elgin Pricing Files.zip - Tuesday September 28, 2021 16:19:40
- Financial Strength and Stability - fss_2020_10k.pdf - Friday September 24, 2021 14:17:07
- Marketing Plan/Samples - 2021 Elgin Facebook - Sourcewell.pdf - Friday September 24, 2021 13:26:30
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Elgin Warranty Statement.jpg - Monday September 27, 2021 10:57:49
- Standard Transaction Document Samples - Elgin Transaction doc examples.zip - Friday September 24, 2021 13:27:10
- Upload Additional Document - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Monday September 27, 2021 13:52:39

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Panizzi, Business Development Manager, Elgin Sweeper Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

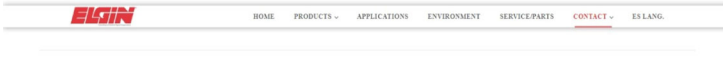
File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	☑	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	☑	2

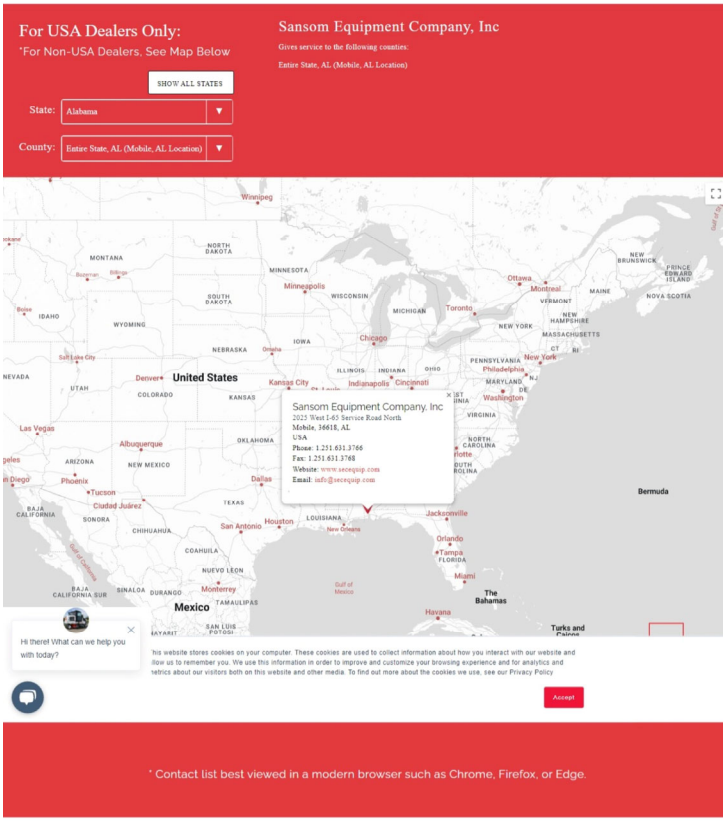
Elgin Sweeping #093021-ELG

Pricing for contract #093021-ELG offers Sourcewell participating agencies the following discounts:

- 3% discount off list price
- In addition to the discount off MSRP, volume discounts may be considered on a case-by-case basis

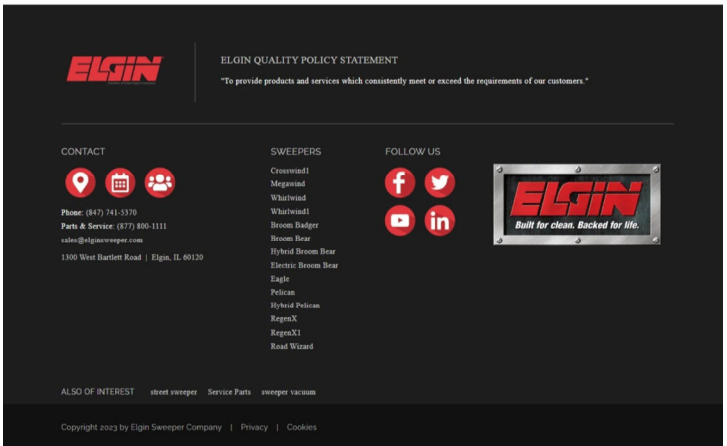

ELGIN
Elgin Sweeper Company


ELGIN
HOME
PRODUCTS
APPLICATIONS
ENVIRONMENT
SERVICE/PARTS
CONTACT
ES LANG.


For USA Dealers Only:
*For Non-USA Dealers, See Map Below
SHOW ALL STATES
State: Alabama
County: Entire State, AL (Mobile, AL Location)
Sansom Equipment Company, Inc
Gives service to the following counties:
Entire State, AL (Mobile, AL Location)
United States
Sansom Equipment Company, Inc
2025 West I-65 Service Road North
Mobile, 36618, AL
USA
Phone: 1.251.631.3766
Fax: 1.251.631.3768
Website: www.secequip.com
Email: info@secequip.com
Bermuda
Mexico
Hi there! What can we help you with today?
This website stores cookies on your computer. These cookies are used to collect information about how you interact with our website and allow us to remember you. We use this information in order to improve and customize your browsing experience and for analytics and metrics about our visitors both on this website and other media. To find out more about the cookies we use, see our Privacy Policy.
Accept
* Contact list best viewed in a modern browser such as Chrome, Firefox, or Edge.


JOIN OUR TEAM
Looking for a career that matters? Looking for an opportunity that leads you in new and exciting directions? What about rewards that show you are welcomed and appreciated? Click the link below for the information you need to make that life-changing choice. A choice that will bring you closer to top talent, offer you exceptional learning opportunities, and make you part of a leader in its manufacturing class.
VIEW OPEN JOBS
ELGIN
Elgin Sweeper Company


Additional partners of Federal Signal Environmental Solutions Group
Solutions
GUZZLER
Jetstream
TRUVAC
TBEI
VACTOR
WESTECH


ELGIN
ELGIN QUALITY POLICY STATEMENT
"To provide products and services which consistently meet or exceed the requirements of our customers."
CONTACT
Phone: (847) 741-5370
Parts & Service: (877) 800-1111
sales@elginsweeper.com
1300 West Bartlett Road | Elgin, IL 60120
SWEEPERS
Crosswind1
Megawind
Whirlwind
Whirlwind1
Broom Badger
Broom Bear
Hybrid Broom Bear
Electric Broom Bear
Eagle
Pelican
Hybrid Pelican
RegenX
RegenX1
Road Wizard
FOLLOW US
ELGIN
Built for clean. Backed for life.
ALSO OF INTEREST
street sweeper
Service Parts
sweeper vacuum
Copyright 2023 by Elgin Sweeper Company | Privacy | Cookies

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

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

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for 2 New Way automated side-load garbage trucks with Autocar chassis.
General fund.

Amount of Contract:

$704,312.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230510 Sansom Agenda Package POs	Cover Memo	5/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 2:53 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
8877	2023	(F7000) MOTOR POOL	2 NEW WAY AUTOMATED SIDE-LOAD GARBAGE TRUCKS WITH AUTOCAR CHASSIS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$704,312.00	(390715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00008877-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/24/23	190715	04/24/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	AUTOMATED SIDE LOADER GARBAGE TRUCK AS SPECIFIED: 2023 OR NEWER AUTOCAR AUTOMATED SIDE LOADER GARBAGE TRUCK WITH NEW WAY BODY. QUOTE AS PER SCRANTON MANUFACTURING / NEW WAY REFUSE BODY PER SOURCEWELL CONTRACT 091219-NWY ON SANSOM QUOTE SECQ6211DATED 5-8-2023	2.00 EACH	352156.00000	704312.00

Additional Description Notes

2023 OR NEWER AUTOCAR AUTOMATED SIDE LOADER GARBAGE TRUCK WITH NEW WAY BODY. REQUESTED BY 2090 SANITATION.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02070 .VEHICLEEXP. . 704312.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Bill To	Requisition 00008877-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/24/23	190715	04/24/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			704312.00

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP. .	704312.00	26706.92

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	704312.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	04/25/23	CHARLES SUMRALL	Reviewed and approve
Approved	04/25/23	SHONNDA SMITH	
Approved	04/25/23	JAMES DELAPP	Auto approved by: 910518244
Approved	04/25/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	05/10/23	DONALD ROSE	Auto approved by: 9105paij
Approved	05/10/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/10/23	JOHN PAINE	
Approved	05/10/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 98DDEB30-163C-4FDE-9EA8-5074B1C4EA7A

Sourcewell

Solicitation Number: RFP#091219

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Scranton Manufacturing Company/New Way Trucks,** 101 State Street Scranton, IA 51462(Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

DocuSign Envelope ID: 98DDEB30-163C-4FDE-9EA8-5074B1C4EA7A

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

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

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

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

DocuSign Envelope ID: 98DDEB30-163C-4FDE-9EA8-5074B1C4EA7A

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

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

DocuSign Envelope ID: 98DDEB30-163C-4FDE-9EA8-5074B1C4EA7A

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

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The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

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If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

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remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

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1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

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

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event

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$2,000,000 – annual aggregate

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

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

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

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a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

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work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

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covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 11/11/2019 | 4:15 PM CST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 6:40 PM CST

Scranton Manufacturing Company/
New Way Trucks

DocuSigned by:
By:
AC537C12014541C...
Don Ross
Title: Vice President od Sales and Marketing

Date: 11/21/2019 | 4:06 PM CST

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RFP 091219 - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Scranton Manufacturing Co.< Inc.
Does your company conduct business under any other name? If yes, please state:	New Way Trucks
Address:	101 State Street Scranton , IA 51462
Contact:	Jesse Geeslin
Email:	jgeeslin@newwayfleetforce.com
Phone:	715-321-6048
HST#:	42-0993825

Submission Details

Created On:	Thursday July 11, 2019 11:28:13
Submitted On:	Thursday September 12, 2019 16:03:12
Submitted By:	Jesse Geeslin
Email:	jgeeslin@newwayfleetforce.com
Transaction #:	bb987cd9-c812-4f9a-990d-2071bf6a773d
Submitter's IP Address:	66.43.199.59

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Scranton Manufacturing Company/New Way Trucks	*
2	Proposer Address:	101 State Street, Scranton, Iowa 51462	*
3	Proposer website address:	newwaytrucks.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Don Ross, Vice President of Sales and Marketing, 101 State Street, Scranton, IA 51462, dross@newwaytrucks.com, 712.652.3396	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Ross, Vice President of Sales and Marketing, 101 State Street, Scranton, IA 51462, dross@newwaytrucks.com, 712.652.3396	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jesse Geeslin, Director of Sales for New Way FleetForce, 101 State Street, Scranton, IA 51462, jgeeslin@newwayfleetforce.com, 715.321.6048	

Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Scranton Manufacturing and its New Way Trucks brand is the crown jewel of the McLaughlin Family Companies. It is the largest privately-held mobile refuse collection vehicle manufacturer in the nation. New Way Trucks is the fastest-growing company in the $80 billion solid waste industry and has been family-owned for more than 45 years. Throughout our existence, we have been committed to innovation, safety, quality, and customer satisfaction. Midwest values drive everything we do, and our people are our most valuable asset. When asked about why and how our company has grown, McLaughlin Family Companies founder and 2009 National Waste & Recycling Association (NWRA) Hall of Fame inductee, John McLaughlin, attributes the company's continued success to the 4 P's: Principles, People, Products, and Persistence. Since the very beginning, New Way's business plan has been based on growth and expansion. We have experienced exponential year-over-year growth in each of the last 10 years, and in 2015 we added a 56,000 square foot manufacturing addition. In 2018 a $3 million investment in computerized fabrication equipment and robotics continued that expansion and today our manufacturing space exceeds 400,000 square feet under roof in central Iowa with joint venture manufacturing projects throughout North America. We are proud to offer the widest lineup of refuse collection equipment of any manufacturer in the industry. Our full line of affordable refuse equipment includes front loaders, rear loaders, satellite bodies, recycling bodies, side loaders, and automated side loaders in sizes ranging from 6 to 43 yards. We also offer Compressed Natural Gas (CNG) fueling integration on all of our models, which results in a cleaner burning vehicle that lowers exhaust emissions and utilizes a domestic fuel source. We are also proud to boast the nation's largest Dealer Network with 36 dealers and 83 separate locations that provide service to all 50 states. In Canada, our Dealer Network includes five privately-owned dealerships and 13 locations covering all of Canada. New Way's Dealer Network also includes 11 additional locations across the globe. Due to our extensive Dealer Network, New Way Trucks are on the ground in five of the world's seven continents. Our small-town Iowa location in America's heartland still holds dear our family values and a hard work ethic that has been passed down through generations. Pair this work ethic and dedication to the job with the ability to innovate and the willingness to learn, and you'll see why New Way is able to produce such cutting edge, high quality products. Through continually investing in training and educational opportunities for all employees, we are proud to maintain a focus on research, remaining adaptable, and drive customer value in order to meet the specific needs of our end-users.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	New Way Trucks offers the widest product lineup of refuse collection equipment in the industry. Our Mammoth front end load (FEL) models come in both standard and west-coast lightweight designs. Our rear end load (REL) models: the Diamondback, Viper, Cobra, Cobra High Compaction, and King Cobra range in size from 6 to 32 cubic yards for both residential and commercial collection applications. In addition, we offer the strongest and most durable automated side load (ASL) mobile refuse collection vehicle on the market, the Sidewinder, and our Mamba Satellite Side Loader completes the lineup. New Way is also the exclusive dealer for RotoPAC, the world's first auger-driven automated side loader.	

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All of our mobile refuse collection vehicles are available to be rented through our New Way FleetForce program - the only direct-from-manufacturer rental company in the industry. New Way FleetForce offers various rental contract options, ranging from as short as one week to a multi-year rental contract. New Way FleetForce maintains a rental fleet of the newest and most productive waste collection vehicles and has the volume to meet Members' various needs and delivery requirements. In most cases, delivery can happen immediately. Since our FleetForce mobile refuse collection vehicles are built and distributed like any other of our New Way products, Members are guaranteed factory-trained support through our nationally-renowned Dealer Network.

Front Loaders

The New Way Mammoth is known for its superior strength and front-load durability. Designed with one-piece, curved shell body side construction for superior strength and a streamlined appearance, the New Way Mammoth Front-End Loader comes equipped with the strongest steel specifications in the waste industry. In addition, heavy-duty, single-piece constructed arms, torque tube assembly, and Pack-on-the-Go features maximize route and labor efficiency.

Standard features on the Mammoth front-loader mobile refuse collection vehicle include a 4-split bearing block with bronze bushings and an easy adjust deceleration valve, giving the operator control of the arm's return to the vehicle body. Two safety cameras come standard on this series; one affording the operator a view into the hopper and another to assist in reverse. This front loader also boasts the largest clean-out doors and sump in the industry. Combined, these two features set the standard for ease of access and the clean out of trash trapped behind the packing blade. As with all New Way Trucks mobile refuse collection vehicles, the Mammoth comes standard with a two-year cylinder warranty.

No other front-load mobile refuse collection vehicle on the market can offer the ease of use and maintenance, superior strength, durability, and product support of a New Way Mammoth Front Loader.

The New Way Mammoth Western Series is a lighter front-end-loader with mammoth strength. There is no need to sacrifice power in a front-load mobile refuse collection vehicle when a lighter weight matters. The Western Series Mammoth Front Loader is over 10 percent lighter than the Mammoth, while boasting the same superior strength and capacity that all New Way Trucks are known for. Weighing in at just 16,100 to 17,300 pounds, the Western Series Mammoth maintains an impressive 34 to 40 cubic yard hopper capacity and a packer cycle time of only 25 seconds.

This front-loader was designed to be compliant with DOT weight regulations in many areas, which we accomplished with lighter weight, high-tensile steels. This results in a mobile refuse collection vehicle with superior strength at a reduced overall body weight that is compliant with coastal states' regulations.

Customization of the Western Series Mammoth to accommodate 2 to 4 cubic yard bins is easy with smaller hydraulic cylinder sizes. This front loader still offers an incredible 8,000 pounds of lift in the single-piece arm, but when less strength is required for smaller bins, customers can also select a 6,000 pound hydraulic cylinder option.

Each Western Series Mammoth front loader's standard equipment includes high-tensile steel, heavy-duty single-piece arms, torque tube assembly, two safety cameras: one for operator viewing of the hopper and another for backing up, and the largest clean-out doors and sump in the industry. New Way Trucks also includes a two-year hydraulic cylinder warranty on all mobile refuse collection vehicles.

Overall, the Western Series Mammoth front-loader offers brute force and superior strength and stamina, all while being weight-log compliant for more stringent Department of Transportation regulations.

Rear Loaders

The New Way King Cobra offers industry-leading rear-load waste compaction. The design of this heavy-duty mobile refuse collection vehicle sets the bar in the refuse industry, putting it at the top of the industry's food chain. The King Cobra is the unequivocal leader with an approximate 1,000 to 1,300 pounds per cubic yard compaction rate and superior rear-loading capabilities.

Built to take on a lot of work without requiring much maintenance, the King Cobra rear loader offers many of the standard features of other New Way rear-loaders. Curbside hydraulic access, side-body automatic tailgate locks, a rear-view camera and two-year hydraulic cylinder warranty are just a few of the many standard options. The King Cobra can also be customized to meet the needs of a Member's individual operation.

Combine all of this with the fact that the King Cobra has the lowest cost of operation of any comparable body size and one of the lowest warranty claims of any mobile refuse collection vehicle body in the industry, and you've got a mobile refuse collection vehicle that charms the most demanding of routes.

The New Way Cobra Magnum is a large rear-loader that is still fully DOT compliant. The

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Cobra Magnum offers the ultra-high compaction of the King Cobra with a body weight lighter than what the competition is able to achieve.

The Cobra Magnum is designed to comply with Department of Transportation weight regulations and offers the easiest operational features in today's mobile refuse collection vehicle market. Operators have convenient access to curbside hydraulic controls on this impressive rear loader that will easily compact approximately 1,000+ pounds per cubic yard.

Add in a huge 3.55 cubic yard hopper and a striking 21-23 second cycle time, and the Cobra Magnum delivers the perfect size mobile refuse collection vehicle with the bite to crush anything you throw its way.

The newest addition to New Way's product line is the Cobra High Compaction 25 yard rear-end-loader. The Cobra High Compaction (HC) boasts the compaction and speed of its bigger brothers, the Cobra Magnum and King Cobra, but features a lightweight body with an overall lower profile for height-restricted refuse collection routes.

Preventive maintenance is made simple and easy with the vehicle's mounted front valve, easy access wiring system, and removable slide show access cover. The new Way Cobra HC hits the industry in 2020 with its 1,100 to 1,300 pounds per cubic yard compaction rate, 15,000 pound weight (for the standard 25-yard model), and a 21-23 second cycle time.

Additional features include a large 3.5 cubic yard hopper with wide 80-inch tailgate and inboard hydraulic cylinders, an inside-body hydraulic tank, optional auto-lock turnbuckles, and optional bolt-on winch systems.

The New Way Cobra is a lightweight rear loader with full-sized compaction. Our Cobra rear-end-loader is the contractor's choice, striking the perfect balance between outstanding compaction and a lightweight 20 cubic yard body. With a compaction rate of up to 1,000 pounds per cubic yard, the Cobra is a powerful rear load mobile refuse collection vehicle that will do everything mid-size mobile refuse collection vehicles can do.

Add in the Cobra's large 3 cubic yard hopper - available in 9 to 25 cubic yard capacities - on a single-axle chassis, externally-mounted hydraulic cylinders for easy maintenance, operating valve on the outside of the hopper, automatic tailgate locks with outside lever controls, high-compaction body and a variety of container-handling options for both steel and plastic carts, and you'll understand why the Cobra dominates the mobile refuse collection vehicle industry.

The New Way Viper is an innovative rear-end-loader built for safety and maintenance. It is one of the most popular mid-compaction rear loader bodies on the market today. Larger capacity Viper units are excellent for both residential and commercial work.

New Way's engineering team has increased safety and added value with a design that moves the hydraulic cylinders and the operating valve to the outside of the vehicle's body. This creates a straight line between levers and control rods, making maintenance quick and easy. The operator valve placement eliminates the need to reach into the vehicle body, increasing operator safety.

The Viper also comes standard with automatic tailgate locks with the control handle located on the side of the chassis, thus eliminating the time and effort needed to go back and forth to operate the traditional turnbuckle locks.

With accessories and adapters to accommodate all varieties of residential cart tippers and commercial containers, a rear-view camera and a two-year hydraulic cylinder warranty, this venomous rear loader is sure to paralyze the competition.

The New Way Diamondback packs powerful features into a compact profile. Our smallest rear-load mobile refuse collection vehicle exhibits quality in workmanship and raw materials that differentiates it from the competition. This compact, low-profile mobile refuse collection vehicle with a low load-still threshold has a compaction rate of approximately 800 pounds per cubic yard in the standard unit and up to approximately 1,000 pounds per cubic yard on the high-compaction model.

When searching for quality, affordability, and maneuverability to service residential park collection routes, the Diamondback mobile refuse collection vehicle is the answer. It is available in 6 or 8 cubic yard body capacities, and is adaptable to all residential cart tippers.
The Diamondback is lethal to the competition as it comes fully-equipped with a range of standard features that are merely options on most other units, including a rear-vision camera and standard two-year hydraulic cylinder warranty.

Automated Side Loaders

The New Way Sidewinder XTR is an automated side-loader with one-operator efficiency. With a faster compaction rate unrivaled by any other side-load mobile refuse collection vehicle on the market and the industry's strongest frame-mounted collection arm that reaches up to an impressive 12 feet, efficiency is always at the operator's side. The Sidewinder XTR combines the convenience of automated loading with the ability to maneuver in tight spaces to create an ultra-tough, overbuilt side-loading machine.

At the end of the day, the convenient features of the Sidewinder XTR are even more evident.

		Mobile refuse collection vehicle operators appreciate the convenience of being able to easily clean out behind the pack panel with the widest opening access and largest clean-out sump in the industry. Add to that the standard rear-view camera and a two-year hydraulic cylinder warranty, and you can see why the Sidewinder XTR has a solid grip on the competition. The New Way RotoPAC is the first auger-driven organics and municipal solid waste collection vehicle in the world. The ultimate goal of waste management is zero waste being deposited into landfills. With an eye towards the future, New Way is leading the pack with our RotoPAC. Organics on Monday, municipal solid waste (MSW) on Tuesday. Gone are the days of maintaining separate trucks to meet a community's waste management needs. As the first mobile refuse collection vehicle in the world that works equally well with municipal solid waste as it does with organic refuse collection, the dual-purpose RotoPAC is designed for operational flexibility. The RotoPAC's self-cleaning auger not only more efficiently compacts organic materials - such as grass clippings and food waste - but will automatically reverse in the rare event of a jam. The 23,000 pounds of auger torque makes quick work of compaction and self-cleaning, which eliminates downtime to clean out behind a pack panel. The automated arm has a 12-foot reach and can easily manage up to 500 pounds at maximum extension. Add to that a 27 cubic yard body, the highest legal payload in the industry at 25,000 pounds, reduced hydraulic cylinder maintenance due to the auger, and a liquid-tight hopper up to 40 inches high, and you have the most innovative, adaptable, and futuristic mobile refuse collection vehicle available on the market today. The RotoPAC is available in sizes ranging from 14 to 27 cubic yards. Satellite Side Loader The New Way Mamba is a fiercely-fast and agile side loader. This satellite side loader slithers its way into residential refuse collection routes that other mobile refuse collection vehicles cannot and provides the freedom to load from either side of the vehicle. With its slender body construction, the Mamba plays a vital role and has the ability to transfer compacted materials to larger rear loaders. Available in fixed-body mount, the Mamba also features cart tipper and barrel dumper options, giving Members the ability to customize a side-loader machine that is sure to strike fear into the competition.	
9	What are your company's expectations in the event of an award?	In the event of an awarded contract, members of the New Way team will travel to Minnesota within 45 days of an award to initiate further training on the new agreement and formally launch the contract. The remainder of our organization will be subsequently trained, and updated procedures will be quickly disseminated to our Regional Sales Managers (RSMs) and onward to our Dealer Network. New, discounted pricing will become valid immediately to Members and our new turnkey solution will be quickly implemented. A Sourcewell-awarded contract will allow New Way Trucks to continue to provide Members with great products at a discounted price to our many existing municipal customers, grow our municipal base, and open the door to new opportunities in the educational space.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	New Way Trucks is the cornerstone of the McLaughlin Family Companies, a rapidly expanding central-Iowa based group of companies focused on refuse, recycling, and veterinary equipment manufacturing and retail product distribution for new and used automobiles and automotive products. The company has consistently experienced annual double-digit growth, and now employs nearly 550 people in Central Iowa. This growth is expected to continue as the company is committed to expanding manufacturing capacity to meet an ever-growing demand for its product line. On average, New Way has experienced a 20 percent per year growth on orders received and units built over the past three years.	*
11	What is your US market share for the solutions that you are proposing?	New Way Trucks holds an approximate 15 percent market share in the US for mobile refuse equipment. Our Dealer Network lays the cornerstone for our entire organization, covering every state in the nation and all of Canada. Although Sourewell focuses on the USA and Canada, New Way also has a global presence through our international Dealer Network, with our equipment currently on five of seven of the world's continents.	*
12	What is your Canadian market share, if any?	According to our best estimates, New Way currently has a 20 percent market share in Canada. Canada is also home to our RotoPAC manufacturing operation. With 5 dealerships in 13 locations covering the entirety of Canada, our presence in Canada is poised to expand.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. New Way Trucks is a financially stable organization with continued growth year after year. We are the largest privately held manufacturer of refuse equipment in North America and rank in the top 3 of all manufacturers of our type.	*

14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Both New Way's sales force and Dealer Network cover all of the U.S. and Canada. Our sales force is comprised of all New Way employees, whereas our trusted dealers and their representatives are employees of their respective dealerships. Domestically, the New Way Dealer network is made up of 36 privately owned dealerships with 83 separate locations across the United States. In Canada, our Dealer Network is five dealerships strong and spans 13 locations. This North American network includes hundreds of employees dedicated to showcasing the New Way brand. To support its customers and extensive Dealer Network, New Way Trucks has a broad sales, marketing, and service organization made up of New Way employees. Ten Regional Sales Managers (RSMs) are responsible for our North American sales territories and provide direct dealer and end-user product support. These RSMs are responsible for training, educating, and demonstrating our products to end-users and dealers. They also assist with price quoting, order development, and support both during and after the product sale. Our Service, Warranty, and Parts teams provide after-sales support to both dealers and end-users. Field Service teams provide on-site technical support and training to our end users and Dealer Network. New Way certified field service technicians are available to Members. These field service technicians provide service and support at Dealer and Member locations to assist with any maintenance needs that arise. The New Way Dealer Network is the first line of defense for any parts or service issue. Each dealer maintains an inventory of stock parts and a team of service technicians are available to support Members when necessary.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America, and is administered by the National Waste and Recycling Association (NWRA). New Way is represented on all ANSI committees and is actively involved in establishing new equipment safety protocols and equipment specifications for our industry. New Way is also actively involved with the NWRA including holding senior-level board seats on both the 10-person Board of Trustees and the 11-seat Supplier Board of Governors. In addition, our manufacturing facility is certified by the Occupational, Safety, and Health Administration (OSHA).	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	New Way Trucks has not been suspended or disbarred from participating in any government contracts since the company's inception.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Mobile Refuse Collection Vehicle Rental Program: New Way is a diversified provider of municipal equipment. As part of New Way's offering, we also provide rental options through New Way FleetForce - the only direct-from-manufacturer rental operation in the industry. New Way FleetForce provides both short and long-term rental solutions for all the equipment we manufacture. A rental program is a great solution for Members looking for different finance options to acquire the same great New Way Truck. Work Ready Vehicle Program: The New Way Trucks Work Ready Vehicle Program is designed to meet Members' immediate needs for solid waste collection vehicles. New Way regularly builds standard, well-equipped vehicles that provide immediate solutions for Members that desire quicker turnarounds.	*

Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	New Way is extremely active in the North American solid waste industry and has been recognized by both the NWRA and Solid Waste Association of North America (SWANA) throughout the years. As mentioned in item seven, our founder, John McLaughlin is a member of the NWRA Hall of Fame. 2019 NWRA member of the year Don Ross, New Way Vice President of Sales & Marketing. Though it falls outside of the suggested 5-year window, Don is also the recipient of the 2008 Solid Waste Association of North America (SWANA) Distinguished Service Award. 2018 Waste360 40 under 40 Johnathon McLaughlin, New Way Executive Vice President 2017 NWRA member of the year Mike McLaughlin, New Way Chief Executive Officer 2016 SWANA Collection & Transfer Technical Division Director, Don Ross, New Way VP of Sales & Marketing	*
19	What percentage of your sales are to the governmental sector in the past three years	New Way Trucks serves both the private and public sectors of the industry, however the majority of our customers are government entities. In the past three years alone nearly 60 percent of New Way sales were to the public sector.	*
20	What percentage of your sales are to the education sector in the past three years	Less than five percent of New Way sales is currently to the education sector, however New Way is proud to list a number of major universities as customers. This list includes Harvard University, Pennsylvania State University - University Park, The University of Missouri at Columbia, Bucknell University, The University of Minnesota - Twin Cities, Iowa State University, The George Washington University (DC), Georgia State University, and The Ohio State University. A number of other educational institutions are New Way customers, including the Jurupa Unified School District (CA), Long Island Unified (NY), San Ramon Valley Unified School District (CA), Atascadero Unified School District (CA), and the Long Beach Unified School District (CA), to name just a few.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way currently holds a contract with the Houston-Galveston Area Cooperative, however sales via this cooperative account for less than one percent of annual total units sold.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way is listed as a manufacturer on GSA contract #47QMCA18D000E, held by our dealer, Maryland Industrial Trucks. Through this contract New Way equips military bases around the globe with refuse collection equipment. Sales via this contract have accounted for less than five percent of annual total units sold.	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
City of Sacramento, California (Sourcewell Member #18730)	Hector Barron - Public Works Director	916-808-8300	*
City of Danville, Illinois (Sourcewell Member #2185)	Carl J. Carpenter - Director of Public Works	217-431-2287	*
Emerald Coast Utilities Authority (Sourcewell Member #19660)	Randy Rudd - Director of Shared Services	850-698-4676	*
City of Greenville, South Carolina (Sourcewell Member #4052)	Dave Derrick - Assistant Director of Public Works	864-467-4345	
City of Savannah, Georgia (Sourcewell Member #28141)	John Sawyer - Public Works Director	912-651-4241	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Sacramento, California	Government	California - CA	The City of Sacramento's Recycling and Solid Waste department has been a regular and consistent New Way customer for many years. California's capital city provides waste collection services to more than 128,000 residential customers, and New Way Trucks are trusted with the collection and disposal of all refuse and recycling materials.	New Way has built 49 mobile refuse collection vehicles for the City of Sacramento over the past 3 years, with 16 more currently on order. Our relationship goes back further than that, as there are dozens more New Way Trucks in the City's fleet.	$7,966.496.98	*

City of Kansas City, Missouri	Government	Missouri - MO	A relatively new Sourcewell Member, Kansas City is one of the fastest-growing and dynamic municipalities in the Midwest. As a result of recently privatizing collection efforts, the city provides one of the most cost-effective trash and recycling collection services in the nation. Residents of Kansas City are not charged a monthly fee for trash collection service, but rather the service is funded from general tax dollars. Currently, Kansas City's Public Works Department is evaluating its current solid waste management process and is developing a Long-Term Solid Waste Strategic Management Plan, a plan that New Way is honored to be included in.	The city of Kansas City, Missouri's most recent New Way order was for 30 units.	$2,047,314
City of Greenville, South Carolina	Government	South Carolina - SC	The Garbage & Recycling division of the City of Greenville, South Carolina uses New Way Trucks for the collection and disposal of residential solid waste. New Way Trucks contributed to the city's Fleet Services Division earning a #11 ranking on the NAFA Fleet Management Association's 2017 Top 100 list.	The City of Greenville's most recent New Way order was for 5 mobile refuse collection vehicles. Like many of our valued municipal partners, Greenville is a repeat customer.	$1,202,697.90
Emerald Coast Utilities Authority (ECUA)	Government	Florida - FL	Among other services, the Emerald Coast Utilities Authority provides solid waste, recycling, and yard trash collection to residential properties within the unincorporated area of Escambia County, Florida. New Way is proud to have provided mobile refuse collection equipment to Florida's oldest county in an effort to keep a beautiful area of the country in pristine condition.	ECUA has bought 8 New Way Trucks within the past year, bringing the number of New Way mobile refuse collection vehicles in their fleet to an even 20. Through discussions with ECUA leadership, we are expecting orders anywhere from thirty to forty vehicles in the near future. Ten are on order currently, with more purchases programmed for 2020.	$1,113,729.40
City of Savannah, Georgia	Government	Georgia - GA	The City of Savannah's Department of Refuse Disposal provides solid waste processing and disposal services for all City departments, Savannah residents, and paid subscribers residing in the unincorporated areas of Chatham County, Georgia. Savannah has been a national leader in handling waste in the management-by-component approach in which different types of waste have different handling characteristics and are re-used, recycled, processed, or disposed of accordingly. New Way is lucky to have been part of such an innovative approach to managing municipal solid waste.	Yet another repeat customer, the City of Savannah's latest order was for 6 New Way Trucks. With over 50 New Way Trucks in the City's fleet, we are glad to have played a part in keeping one of the nation's most picturesque cities beautiful for so many years.	$519,650.52

Ability to Sell and Deliver Service Nationwide

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

Line Item	Question	Response *	
25	Sales force.	New Way is proud to employ 10 Regional Sales Managers (RSMs) that cover all of the North American continent. Our RSMs are strategically located within their territories to provide immediate response to customer inquiries. New Way proudly boasts the largest sales team of any refuse equipment manufacturer in North America. Our RSMs are supported by three sales assistant, a sales order supervisor, and two marketing specialists located at our primary manufacturing facility.	*
26	Dealer network or other distribution methods.	New Way's Dealer Network is the cornerstone of the entire organization. Our expansive Dealer Network is able to service every state in the United States and all of Canada. Our 36 U.S. dealers have 83 locations throughout the country, and our 5 Canadian dealers have 13 locations throughout Canada.	*
27	Service force.	New Way supports our dealer service programs with both factory-based and field service teams. Along with an extensive parts department, our factory-based service department operates like a call center by providing technical support to our dealers' service departments as well as our end users. New Way's four field service representatives are regionally located in Florida, Arizona, Missouri, and Iowa to provide on-site technical support for critical out-of-service issues and to support our factory-based service team with on-ground intelligence. Additionally, most dealers have their own service programs and provide field service support to customers. The New Way Parts Department - centrally located in Carroll, Iowa, has 3 knowledgeable call center support staff, 1 Internet salesperson, and 5 Shipping and receiving personnel to handle any replacement parts needs for Members in an efficient, professional, and timely manner. We have the ability to ship parts anywhere in the world with our logistics partnerships. Due to our close relationship with New Way's production plant, lead times for uncommon parts are very low. Our Dealer Network is the first line of defense for any parts and services inquiries. Each of our dealers currently stock parts and have several service technicians immediately available to provide assistance where needed.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	New Way's service department is led by an experienced service manager and has two in-house service technicians and four field service technicians. Our two in-house technicians are always available by phone, so our response time is usually immediate. Our field service technicians are also available by phone but much of the time are on-site at customer or dealer locations as needed. In addition, the New Way controls, hydraulic and mechanical engineering teams are also available to assist the service team. To assure customer satisfaction each New Way service team member takes full ownership of each call and visit following up to complete resolution. Our parts department is able to provide immediate response to our customers' needs. New Way constantly works with our dealer support network to provide timely customer service out in the field as well. All dealers have access to the full New Way products parts catalog and keep the most common parts in stock for immediate delivery in order to support members and their New Way equipment. If a dealer doesn't have a part in stock, New Way ships globally! Based in the central United States, parts can be available anywhere in the continental US overnight. New Way's direct rental company, New Way FleetForce, is able to provide pre-positioned rental vehicles across the nation. Rental vehicles are also available for both long and short-term rentals for contract changes, seasonal leaf collection, emergency clean-up and disaster recovery, and other short or long-term refuse collection projects. Because New Way FleetForce rentals are immediately available, they are ideally suited to aid in natural disaster recovery operations. New Way Trucks have aided with storm clean-up efforts in both the Houston area following Hurricane Harvey and in Puerto Rico following Hurricane Maria.	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	New Way has mobile refuse collection vehicles in all 50 states, and is well-equipped to provide refuse equipment solutions to every state in the country. There is nowhere that we won't service nationwide.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Through our national presence and extensive dealer network, New Way Trucks is able to serve all Sourcewell Member sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	There are no restrictions in Alaska, Hawaii, or any US Territories. New Way vehicles are currently in service throughout Alaska, Hawaii, and all US Territories.	*

Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell is and will continue to be a key feature in the entire New Way sales and marketing program. New Way dedicates a page on our website - newwaytrucks.com/sourcewell - to our partnership with Sourcewell. For the past five years, New Way has included the NJPA/Sourcewell contract information in all of its marketing efforts including a logo on all of our product brochures, in all dealer communication including electronic newsletters, and at all events and conferences. We have also partnered with Sourcewell staff to present the benefits of being a Sourcewell Member at the New Way semi-annual dealer summit event. Additionally, New Way will continue to participate in Nationwide Sourcewell training events. New Way Trucks is also prepared to co-sponsor local, regional, and nationwide trade shows with our Dealer Network - which all focus on our products and partnership with Sourcewell. Attached for your review are samples of our marketing materials. Product literature is available for all New Way products.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	New Way is an industry leader in social media strategy & digital media execution. Our official accounts have over 3,700 page likes on Facebook, 500+ twitter followers, 250+ YouTube subscribers, and 1,000+ instagram followers. New Way Trucks is also an industry leader in online presence, as our advanced and comprehensive website has averaged over 12,750 pageviews every month throughout the last calendar year. Within the site is a password-protected dealer portal - a great resource for product specifications, company news, publicly available dealer contact information, and Sourcewell pricing and contract information for dealer use. Our on-site Research & Development Department is constantly striving to make data-driven decisions to improve the refuse bodies we manufacture. In turn, these product updates are marketed through both traditional and digital means.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A Sourcewell-awarded contract represents a long term partnership between well-respected organizations. This partnership is made stronger by the participation of its members and engagement of its vendors and Sourcewell represents the conduit between these entities. For the contract to be successful, both parties should help promote its value. A vendor such as New Way needs Sourcewell to connect us to its members while simultaneously promoting the competitive nature of the procurement tool, the high-quality, industry leading vendors it selects, and the ease of use of its program. At the same time, a vendor such as New Way, with its large North American footprint, vast dealer network, and industry-leading municipal customer base, should showcase its Sourcewell-awarded contract as the cornerstone of its municipal sales program. No other competitively procured agreement has the reach, ease of use, and cost savings of a Sourcewell-awarded contract, and New Way's team will promote and demonstrate that value through all of its sales and marketing channels, as it does today. New Way Trucks highly values Sourcewell's continued participation in our semi-annual dealer summit and training programs that bring together and support Members and Vendors. Sourcewell is already a large part of the sales process at New Way Trucks. We prominently place the Sourcewell logo and awarded contract number on product literature, marketing collateral, eNewsletters, and our website. Our New Way Dealers are very well-versed in doing business within the confines of the Sourcewell Contract. New Way will continue to exhibit our partnership with Sourcewell at local, regional, and national training events and tradeshows. Sourcewell will remain a key fixture in New Way's sales process.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Since 90 percent of our mobile refuse collection vehicles are specially customized for our customers, we do not currently offer an e-procurement ordering process.	*

Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As mentioned previously, New Way regularly hosts Dealer Summits and nationwide training events aimed at informing and educating both our Dealer Network and Members on how to best care for our New Way Trucks. We also host and broadcast at-factory service events and vehicle updates. We'll even go out to a Member location and train them on the product during time-of-sale and throughout the product life cycle. We proactively train members to show how a New Way solution will work better for them than their current product. To do this effectively, we always have a fleet of new demo vehicles across the United States and Canada available for demonstration to Members. In addition to our regional and at-factory sessions, New Way provides standard on-site delivery maintenance training to the Member through our Dealer Network.	*

37	Describe any technological advances that your proposed products or services offer.	New Way is constantly innovating, and technological advances are too numerous to list. However, two significant advances include the following: Introduced 6 years ago, the New Way RotoPAC is the first auger-driven organics collection vehicle in North America. It is also the first mobile refuse collection vehicle that works equally as well with municipal solid waste as it does with organic refuse collection. Additionally, it is the first mobile compactor to offer 23,000 pounds of torque in a screw-type auger. In early 2018, New Way teamed with BYD - an international leader in battery-electric automobiles - to deliver the first 100 percent battery electric Class 8 rear loader to Recology Cleanscapes in Seattle, Washington. We are proud to have aided in developing the most advanced mobile refuse collection vehicles in the world and to have played such a major part in effecting positive, sustainable change. New Way Trucks is currently working with BYD on other 100 percent battery-electric configurations, including a fully-automated side load mobile refuse collection vehicle. New Way's latest body features are designed to make routine service easier than ever. To keep vehicles running in top form, periodic maintenance is required, and our 20-person engineering department is making that easier through thoughtful design.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Aside from offering a compressed natural gas fueling system on any of our product models, resulting in cleaner emissions, New Way participates in other environmentally-friendly initiatives at our manufacturing facility. We monitor stormwater on an annual basis. We also participate in a filter program with a local landfill to ensure that we carry permits for proper disposal. In addition, we contract with Safety Kleen to dispose of paint waste in an environmentally-responsible manner. Finally, the air quality in our factory is tested twice per year, once in the summer and once in the winter. During this process, we analyze all areas of production to collect several readings to assure that our employees are breathing clean air.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Alternative fuels continue to be a focus. That's why New Way incorporates fuel delivery systems into our truck bodies. Additionally, New Way teamed with BYD - an international leader in battery-electric automobiles - in early 2018 to deliver the first 100 percent battery electric Class 8 rear loader to Recology Cleanscapes in the Pacific Northwest. The BYD Chassis is the first of its kind in the United States, and New Way is proud to have made this project a reality. A number of units are currently on order in different configurations, and we are excited and honored to be at the forefront of the battery-electric movement as an alternative to traditionally fueled vehicles. More than 25 percent of all New Way mobile refuse collection vehicles are built to be fueled with compressed natural gas. Cleaner emissions, fuel savings, and whisper quiet operation are just a few reasons why so many of our clients are opting to make the transition to mobile refuse collection vehicles fueled by Compressed Natural Gas. CNG systems are available on most New Way models, and we continue to work with fuel providers to make the waste industry more environmentally friendly.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	New Way is a family-owned company and, as a result, is not eligible for these certifications. However, New Way supports the National Waste & Recycling Association women's council through active engagement and generous contributions to the association. We are proud to have representation on the NWRA Women's Council, and we are honored to employ several active-duty U.S. military members and veterans. Southern Sewer Equipment Sales, one of our New Way Dealers in Florida, is a 51 percent female owned, state-certified MBE. It is also certified by several cities and counties with certification pending in others. Envirotech Equipment Company, our New Way Dealer for the state of Wisconsin, is a certified woman-owned business located in Lannon, Wisconsin. Guthrie Sales & Service, our New Way Dealer that serves northwest New York State, was founded in 2015 and is currently woman-owned.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Dealer Network New Way Trucks is an industry leader unlike other mobile refuse collection vehicle manufacturers in many ways. Most importantly, we've got the strongest and most well-respected Dealer Network in the industry. We're also proud to boast the widest, and continually expanding, product lineup in the mobile refuse collection vehicle manufacturing industry. Additionally, New Way is home to the only direct-from-manufacturer rental company, New Way FleetForce, in the industry. Our competitors use third parties to rent and lease their vehicles. Customization New Way Trucks believes that all solid waste is local and although waste collection may be similar in different areas of the country, it takes on its own unique character, depending on where it occurs. As a result, each New Way Truck takes on its own unique personality and is customized for that specific local waste collection need. As the largest privately-held manufacturer of refuse bodies in North America, we are proud to offer the most customizable bodies available on the market today. 90 percent of our mobile refuse collection vehicles leave our manufacturing facilities specially customized for our valued customers. We are also the fastest-growing company - public or private - in the entire solid waste industry. New Way Trucks was the first North American refuse manufacturer in China and was a vital part of the 2008 Beijing Olympics, where more than 270 New Way Trucks were used to service one of the largest international sporting events in the world. Local Partner - Global Reach We have the ability to ship parts anywhere in the world with our logistics partnerships. All dealers have access to the full New Way products parts catalog and keep the most common parts in stock for immediate delivery in order to support members and their New Way equipment. In the rare case of a dealer being out of a stock part, New Way ships globally! Based in the central United States, parts can be available anywhere in the continental US overnight.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Through our 5 dealer partners across 13 locations in the country, New Way is proud to offer all our mobile refuse collection vehicles and service capabilities to Canada in its entirety.	*

Warranty

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

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	New Way manufactured replacement parts, components, and assemblies are sold under a Limited Warranty to be free from defects in workmanship or material for a period of twelve (12) months. This is a part replacement only warranty and the item must be returned to the New Way Dealer for exchange. The labor and shipping cost to replace the parts shall be the responsibility of the customer. There is no warranty on expendable items, wear components, or used parts. Extended warranties are available on all of our current bodies and turnkey chassis. More information about extended warranties can be found on our price sheets and via the chassis' Original Equipment Manufacturer (OEM). Sourcewell Members will register their New Way warranty cards. This process is handled via an easy online form that a Member's local New Way Dealer can fill out. Parts only warranty (see section III.d of attached warranty statement) will apply for distributor or customer installed accessories that have been purchased through Scranton Manufacturing Company, provided part failure was not due to improper installation, use, or neglect. Damage caused by incorrectly installed field accessories may void portions or all of the unit's warranty. When a warranty service is requested, the distributor shall: -Verify warranty eligibility of the machine to be serviced per previous sections -Diagnose the problem to determine that the service is warrantable -Ensure that the parts necessary to perform the repair are available -Provide the necessary repair services Complete and submit the Warranty Request Form For more on the Warranty Request Form, see sections V.b and V.c of the attached warranty statement	*

44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	New Way's warranty shall not apply to equipment that has been subject to misuse, negligence, or accident, or which has been repaired or altered without New Way's prior knowledge or consent. New Way will not be responsible for warranty repairs made in the field by personnel other than from New Way or an authorized New Way agent unless previously authorized by New Way. New Way Trucks are designed to operate only with the OEM products used by New Way. This limited warranty will be void if the New Way products are modified other than as done at New Way's factory or at a New Way authorized dealer unless authorized by New Way. Use of parts and assemblies from another manufacturer as substitutes for OEM products will also void the limited warranty. There will be no warranty on used parts.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not subject to warranty labor reimbursement.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	We have warranty service coverage in all areas covered under the Sourcewell contract. Service requests will be covered by the local authorized dealer or their designated service center.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In the case where a chassis is provided, New Way's warranty covers the vehicle's body only. The OEM is responsible for covering the warranty for a chassis. New Way's warranty statement does not cover other manufacturers' goods. New Way warrants the packer body assembly for a standard base period of one (1) year from date of delivery (see section III.a of attached warranty statement). This limited warranty applies to body components as defined below to be free from proven defects in material and workmanship. Wear parts (pins, bushings, chain assemblies, door and gate seals, wear pads, etc.), and normal wear and tear are excluded. Labor repair cost may also be covered, (see section IV.g of attached warranty statement). The body assembly is defined as the following: -Arms (front loaders and side loaders) -Packer or Eject Panel -Tailgate -Electrical components -Factory installed aftermarket parts (see section IV.a of attached warranty statement) -Hydraulic components not including cylinders (see section IV.d of attached warranty statement) -Paint Base Hydraulic Cylinder Warranty New Way warrants all hydraulic cylinders for a standard base period of two (2) years. This limited warranty applies to cylinder defects in material and/or workmanship only. See section IV.c of attached warranty statement for details. During the first year, replacement labor (see section IV.g of attached warranty statement) and shipping cost to the authorized distributor are covered. At the start of the second year, replacement labor and shipping costs are not covered by New Way. Optional three (3) or five (5) year extended warranties for hydraulic cylinders are available.	*
48	What are your proposed exchange and return programs and policies?	In the case of catastrophic failure of one of our bodies that is deemed to be the fault of our manufacturing process, New Way would offer a replacement at our expense. Parts may be returned by following the procedure outlined in section VI.a of the attached warranty statement.	*
49	Describe any service contract options for the items included in your proposal.	Service contracts are not available at this time, however optional extended warranties are available at the time of order.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30 Days	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	New Way offers a number of financing options, including Sourcewell's National Cooperative Partner program. Leasing through New Way FleetForce - As part of New Way's offering, we also provide rental options through New Way FleetForce. As the only direct-from-manufacturer refuse hauler renter in the industry, New Way FleetForce provides both short and long-term rental solutions for all the equipment we manufacture. This includes our full line of Front Loaders, Rear Loaders, Automated Side Loaders, and our Satellite Side Loader. A rental program is a great solution for Members looking for different finance options to acquire the same great New Way product. New Way FleetForce offers various rental contract options, ranging from as short as one week to a multiple years-long rental contract. Through maintaining a rental offering of the newest and most productive waste collection vehicles, New Way FleetForce has the volume to meet Members various needs and can coordinate the delivery rental units directly to Members in a timely manner. In most cases, delivery can happen immediately. Rentals are a desirable option for many haulers and especially for Members that represent municipalities. Leasing allows Members to: -Easily begin a new collection route due to annexation without the typical up-front investment of purchasing. -Start a new route or relationship without the possible strain on cash flow. -Quickly replace a fleet unit that goes down unexpectedly or is out of service. -Manage an emergency clean-up situation where time is of the essence or a temporary expansion of service may be necessary - such as seasonal leaf and brush collection. -Take on a brand new route with a quality New Way waste collection unit after determining which model is best for the situation.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	New Way's Sourcewell order procedure has been streamlined into a simple 5-step process. 1. A Member searches the New Way website or contacts a local New Way dealer for a mobile refuse collection vehicle that meets their unique specifications. 2. The New Way Dealer visits the Sourcewell website to verify Sourcewell Membership and develops a New Way Trucks Dealer quotation to the Member's specifications utilizing the Sourcewell Contract's discounted pricing and sends to the Member for approval. 3. The Member approves the quotation and issues a purchase order to the New Way Dealer, who subsequently submits a dealer order to New Way to start production. 4. Once complete, the mobile refuse collection vehicle is shipped to the New Way Dealer for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Member. 5. The mobile refuse collection vehicle is moved to the Member's location, where the New Way Dealer conducts operator training and the Member takes delivery of its New Way mobile refuse collection vehicle.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	We do accept the P-card procurement and payment process. There is a 3% processing fee associated with all P-card purchases.	*

Pricing and Delivery

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

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	New Way Trucks maintains individual MSRP/retail price lists for each of our equipment product offerings. We will offer a four (4) percent discount off MSRP/retail price to Sourcewell Members under this contract. Please see our pricing attachment for all catalog pricing of our MSRP/retail equipment.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	New Way Trucks is offering all Members a four (4) percent discount off its retail or list price on all of our mobile refuse collection vehicle models.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	New Way Trucks is happy to offer negotiable volume discounts on large orders. New Way does not offer a rebate program at this time.	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	New Way Trucks provides the following solutions: 1) Members have the option to purchase a chassis as a sourced good. In fact, New Way Trucks currently has over 550 chassis in stock from the top manufacturers in the industry. We are proud that our chassis inventory allows us to boast of the largest supply of ready vehicles in North America. 2) On the rare occasion that one of our work-ready chassis is not what a Member wants, we have the resources to locate the correct chassis for a Member. Due to our strategic partnerships with every major chassis manufacturer, we can purchase as many chassis as a Member desires at a competitive market price that is advantageous to the Member. Due to the level of customization that we provide, it may become necessary to source a ‘good’ (chassis) from another provider. In that rare instance, the sourced good is considered cost-plus.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items such as pre-delivery inspection, installation, set up, mandatory training, and initial inspection are all free of charge and completed prior to the Member taking delivery.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	New Way Trucks provides a few delivery options to Members. The Member can choose between picking a completed mobile refuse collection vehicle up at one of our manufacturing facilities, having the completed vehicle delivered to an authorized New Way Dealer, or having the completed vehicle delivered directly to the Member’s location. We will work with the Member during the order process to identify the right choice. Freight is an additional sourced charge. New Way Trucks will always offer competitively procured freight costs to Members.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our Alaska and Hawaii New Way Dealers have years of experience in coordinating the delivery of New Way Trucks. In order to make it as easy as possible for Members in both states, our dealers will leverage their existing freight networks to coordinate timely and competitively-priced deliveries. Similarly, for Members in Canada, our respected Canadian Dealer Network that covers all of Canada will help broker freight and shipping. All freight costs are competitively procured. All freight charges will be passed through to members at a competitively-sourced cost without mark-up.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our distribution network is unique in that New Way Trucks has the most robust Dealer Network in the United States. To best serve our extensive Dealer Network, New Way Trucks currently has 15 trained drivers delivering our New Way products across North America and also employs the best drive-away delivery companies as needed.	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	New Way Trucks is providing our Dealer Network with a fixed, not-to-exceed cost below list price at a four (4) percent discount off manufacturer's suggested retail price for use nationwide and in Canada. For the purpose of this contract, all pricing is quoted in United States Dollars for both US and Canadian delivery.	

Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Sourcewell orders will be independently tracked as part of the overall New Way Trucks order process; Member Numbers will be verified and compared to the most recent Member list; Order pricing is then verified to ensure pricing does not exceed the current Sourcewell discount and reviewed for potential volume discounts and additional member savings; For dealer-submitted non-Sourcewell municipal, educational, or non-profit orders, New Way Trucks will review the current Member list and notify the dealer if their customer is not a Sourcewell Member; New Way Trucks will provide a quarterly report of all Sourcewell sales along with the proper administrative fees for all orders reported	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	New Way Trucks will provide Sourcewell with a Direct Sales Administrative Fee of 1.5 percent. The fee will apply to all currently-priced contract goods. The fee will not apply to non-contract priced goods such as freight, sourced goods, training, etc.	*

Industry Specific Questions

Line Item	Question	Response *	
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	New Way will track the total number of units quoted, units sold, overall sales figures, and lead time. We will also generate and track new Sourcewell Membership sign-ups done through our Dealer Network throughout the term of the contract.	*

66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	To meet more pressing Member needs, our proposal does include the chassis as a turnkey solution. This simple six (6) step process is laid out below. 1) A Member searches the New Way website eShowroom or contacts a New Way dealer for a work-ready mobile refuse collection vehicle that meets their unique specifications. 2) The New Way Dealer verifies specifications and contacts our Sourcewell ready vehicle program manager for vehicle availability. 3) Once a vehicle is located, the New Way Dealer reviews specifications with the Member and quotes price based on not-to-exceed contract pricing. 4) The Member approves the quotation and issues a purchase order to the New Way Dealer, who subsequently submits a dealer order to New Way. 5) The work-ready mobile refuse collection vehicle is shipped to the New Way Dealer for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Member. 6) The ready vehicle is then moved to the Member's location. When it arrives, the New Way Dealer conducts operator training and the Member takes delivery of its New Way work-ready refuse truck. Through New Way, we are proud to offer work-ready refuse vehicle solutions for immediate sale. Members are welcome to choose between these work-ready solutions or a more customizable option, whichever choice better meets a Member's desires. New Way's current work-ready trucks are always in production and are constantly available. They are featured and advertised on our eShowroom website, accompanied by easy-to-read specification sheets, detailed photographs, and professionally-shot videos. This helps a Member more easily find what inventory is immediately available and ready for purchase. We also have trucks currently working in our Demonstration Truck line that are aggressively priced and ready for immediate sale. We even have off-rent trucks available for purchase as well.	*
67	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	New Way's engineers study ergonomics throughout our production process. We strive to have the safest working environment for both our employees and the end user when interacting with our mobile refuse collection vehicles. We cover all operational hazards with an exhaustive list of safety features and engineering controls, such as interlocks, guarding, signage, and recommending personal protective equipment when necessary. We also provide thorough operators manuals and require New Way Dealers to complete final walk-throughs with end users that aim to promote the safest operation of our New Way Trucks as possible. Everything we do is done with operator safety and ergonomics in mind, and we continue to take a proactive approach to safety improvements that are frankly too numerous to count. Whether it be rear-vision cameras, automatic tailgate latches, internal hydraulic cylinders to reduce external pinch-points, integrated strobe-light safety systems, safety sensors, or our largest standard riding steps in the industry, New Way Trucks leads the pack as one of the most innovative and safety-driven manufacturers for mobile refuse collection vehicle operators in the nation. Our research & development and engineering departments are constantly making improved safety integrations in an effort to keep our mobile refuse collection vehicles the safest industry-wide. As we outlined in item 15, New Way is leading the industry by having representation on all American National Standards Institute (ANSI) committees. We are also actively involved in establishing new equipment safety protocols for the refuse industry both with the help of ANSI and internally in our Research & Development department.	*
68	Explain how your equipment in this category reduces down-time for the purchasing entity.	Before a completed New Way Truck leaves for the purchasing entity's destination, the New Way quality department must complete a thorough internal quality inspection checklist. In addition, final product testing is required before a mobile refuse collection vehicle is shipped out to the purchaser. A standard walk-around and demonstration on initial delivery to the Member must also be completed. At all times, at least four New Way certified field technicians and trucks are available to help with uptime in the field as well. New Way is proud to provide service and inspections in the field to assure uptime and to help with any maintenance issues that may arise.	*
69	Describe how the equipment you propose simplifies the operation for end-users.	By providing the most robust product line in the industry, Members are able to get exactly what they need. New Way proudly provides more customizable options than any other mobile refuse collection vehicle manufacturer in the United States and Canada. 90 percent of the mobile refuse collection vehicles that we manufacture are customized in one way or another. Our customization options available to end-users are the most competitive in the refuse industry. Once delivered, our vehicles are ready to operate and require no additional modifications for refuse collection.	*

70	Provide examples from your product offering that are unique in the industry.	As the largest privately-held mobile refuse collection vehicle manufacturer in North America, another feature that sets New Way apart in the industry is that we offer the most robust product line available. Members are able to choose from mobile refuse collection vehicle sizes as small as 6 cubic yards to as large as 43 cubic yards. We are also receptive to our end-users' needs, as 90 percent of our vehicles leave our plant having been customized in some way, shape, or form. New Way is also home to the only direct-from-manufacturer rental company (FleetForce) in the industry. Members are not required to work through a third party for a rental mobile refuse collection vehicle. New Way Trucks also offers the RotoPAC, the first automated, auger-driven organics and municipal solid waste collection vehicle in the world. It is the most versatile collection body available today. The RotoPAC is also the first mobile compactor of its kind to offer 23,000 pounds of torque in a screw-type auger for an impressive 1,000 pounds per cubic yard compaction rate. The automated side-loader also offers the best legal payload in the industry, easily handling up to 13 tons of organic or municipal solid waste. The RotoPAC's hopper displacement also ranks 20 percent higher than any other automated side load system, at 7 cubic yards per minute. Finally, with a wheelbase 24 inches shorter than conventional side loaders, the RotoPAC is able to get you into, and out of, the tightest spaces with relative ease. The arm of our Sidewinder XTR Automated Side-Loader is the smoothest operating, most durable arm in the mobile refuse collection vehicle industry.	*
71	If an hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	New Way Trucks is proud to offer Members battery-electric options. In early 2018, we teamed with BYD - an international leader in battery-electric automobiles - to announce the first 100 percent battery electric Class 8 rear loader to Recology Cleanscapes in the Pacific Northwest. The BYD Chassis is the first of its kind in the United States, and New Way is proud to have made this project a reality. A number of units are currently on order in different configurations, and we are excited and honored to be at the forefront of the battery-electric movement as an alternative to traditionally fueled vehicles. Through our working relationship with BYD we aim to further integrate our products into the electric vehicle space to provide a better, greener, overall mobile refuse collection vehicle. Although pricing was not available at the time of this proposal, Members can expect the same four (4) percent discount as soon as it is made available. By our estimates, this will occur in the first quarter of 2020.	*
72	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America, and is administered by the National Waste and Recycling Association (NWRA). New Way is represented on all ANSI committees and is actively involved in establishing new equipment safety protocols for our industry. As industry leaders, we help shape the safety innovations of the future. For example, New Way was one of the first manufacturers to make rear-vision cameras - a chief safety measure in the refuse industry - standard on our mobile refuse collection vehicles over a decade ago. The integration of a New Way body with its chassis is one of the most critical safety and performance related processes. New Way works exhaustively behind the scenes with every major truck chassis manufacturer to seamlessly integrate the body and chassis as a single refuse collection vehicle instead of simply a chassis and body like many of our competitors. The relationships between New Way and its chassis manufacturers is emblematic of the final marriage of body and chassis; that is a fully integrated, pre-engineered, fully-validated chassis and body combination. The chassis come ready for immediate mounting, with no cutting and splicing of wires, in many cases the vehicle's frame and controls are fully integrated to provide as safe of an operator experience as is available today. This process reduces the complexity of wiring and routing, reduces weight, mitigates electronic mishaps, and makes routine maintenance easier, faster, and cheaper for the Member. Additionally, integration makes operating the mobile refuse collection vehicle more ergonomic, thus increasing driver productivity and decreasing driver fatigue. All of these features combine to make drivers's jobs easier and more comfortable, which results in higher driver retention rates. Higher retention means more experienced operators that are more adept at not only keeping themselves safe, but those on the road around them as well.	*

Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - Sourcewell RFP Financial Strength and Stability.zip - Thursday September 12, 2019 14:25:07
- Marketing Plan/Samples - Sourcewell RFP Marketing Plan & Samples.zip - Thursday September 12, 2019 14:24:11
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - 128126 NWT Standard Warranty Policy.pdf - Thursday September 12, 2019 14:25:49
- Pricing - NWT Sourcewell RFP 091219 Pricing.zip - Thursday September 12, 2019 15:58:21
- Additional Document - NWT Sourcewell RFP 091219 Additional Docs - Transmittal Letter and Supporting Document.zip - Thursday September 12, 2019 14:29:48

DocuSign Envelope ID: 98DDEB30-163C-4FDE-9EA8-5074B1C4EA7A

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Geeslin , Director of Sales for New Way FleetForce

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Mobile Refuse Vehicles_Addendum 3 Mon August 19 2019 10:58 AM	☑	--
Mobile Refuse Vehicles_Addendum 2 Fri August 16 2019 02:42 PM	☑	--
Mobile Refuse Vehicles_Addendum 1 Fri August 9 2019 09:45 AM	☑	--

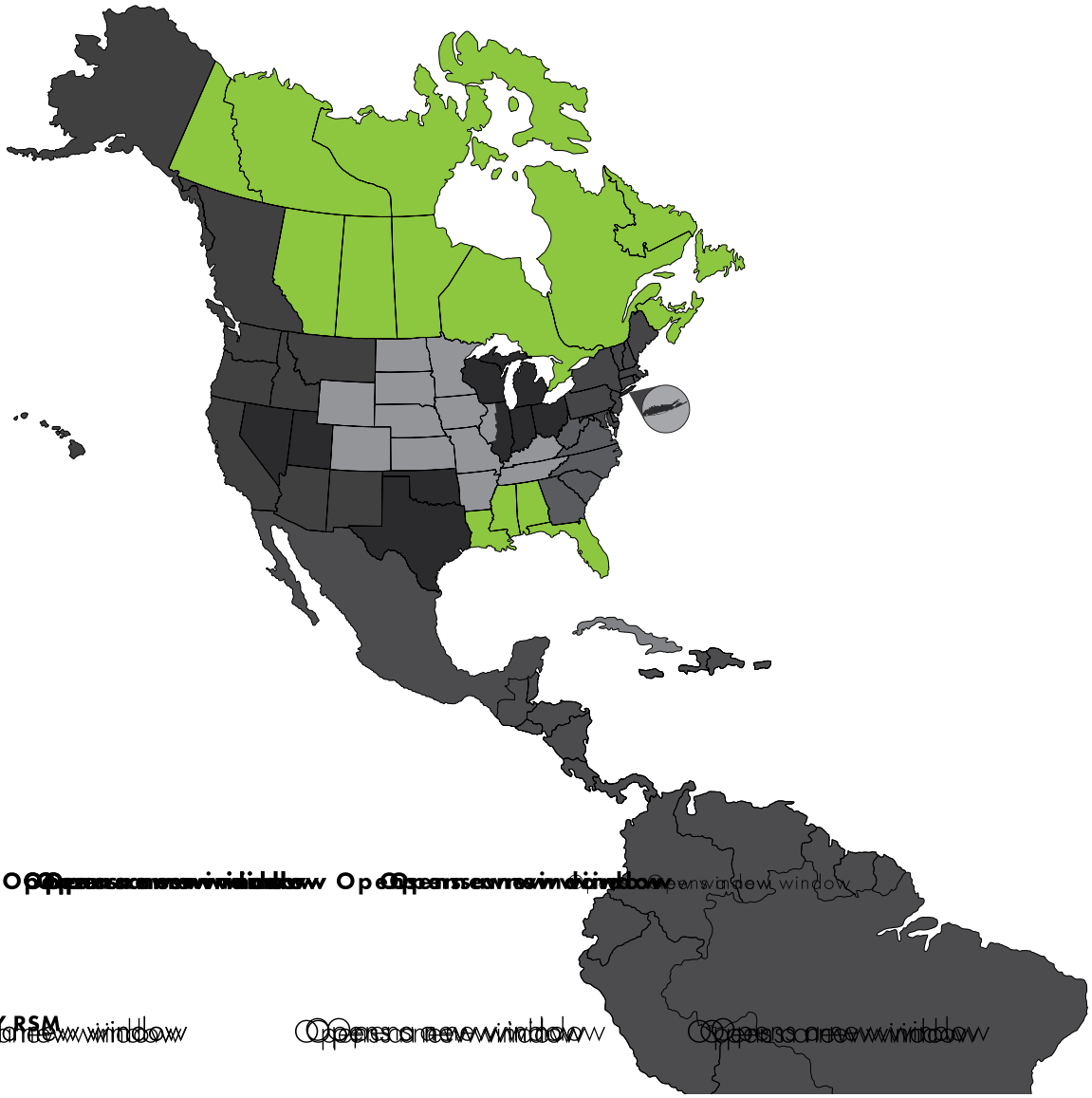
DocuSign Envelope ID: 98DDEB30-163C-4FDE-9EA8-5074B1C4EA7A

New Way #091219-NWY

Pricing provided for contract # 091219-NWY includes a 4 % discount off MSRP to Sourcewell participating agencies.

UNITED STATES & CANADA NEW WAY® DISTRIBUTOR LIST

The New Way Trucks Distributor Network lays the cornerstone for our entire organization, covering every state in the U.S. and all of Canada. New Way's vast presence continues to expand as more locales recognize the powerful impact of our refuse trucks. And whether you're looking for a garbage truck for sale or service on your New Way Truck, our network of New Way Trucks Authorized Distributors are ready to serve your needs wherever you live in the United States or Canada. Find their contact information below and get connected.



Jump to a State or Province

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DISTRIBUTOR		COUNTIES
Sansom Equipment Co. (800) 501-0757 - Birmingham (800) 435-3044 - Mobile website (https://secequip.com/)		Serving all counties.
Alaska	*To get started, contact your local New Way RSM:* DAVE SHORT (tel:712.634.6382)	
Arizona	*To get started, contact your local New Way RSM:* DAVE SHORT (tel:712.634.6382)	
DISTRIBUTOR		COUNTIES
Short Equipment 2210 E Adams St Phoenix, AZ 85034 Office: (480) 999-5455 website (http://www.shortequipment.com/)		Serving all counties.
Arkansas	*To get started, contact your local New Way RSM:* SCOTT RUPIPER (tel:712.634.0064)	
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AMERICAN Arkansas Municipal Equipment Inc (501) 425-1567 email (mailto:danielellison@yahoo.com)		Serving all counties.

DISTRIBUTOR

Ray Gaskin Service:

Northern California Sales:
8553 Weyand Ave.
Sacramento, CA 95828
(408) 823-3077
website
(http://www.raygaskinservice.com/)

Ruckstell California Sales Co.
(559) 233-3277
Website
(https://ruckstell.com/products/refuse-equipment/)

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Serving these counties except: Fresno, Kings, Tulare.

Serving these counties: Fresno, Kings, Tulare.

Colorado

To get started, contact your local New Way RSM: SCOTT RUPIPER
(tel:712.634.0064)

DISTRIBUTOR

Elliott Equipment
4400 East 60th Ave
Commerce City, CO 80022
(303) 853-4840
website
(https://elliottequipco.com/our-locations/?location=commerce-city-co)

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Serving these counties: Adams, Brown, Bureau, Calhoun, Carroll, Cass, Fulton, Greene, Hancock, Henderson, Henry, Jersey, Jo Daviess, Knox, Logan, Macoupin, Marshall, Mason, McDonough, Menard, Mercer, Morgan, Ogle, Peoria, Pike, Putnam, Rock Island, Sangamon, Schuyler, Scott, Stark, Stephenson, Tazewell, Warren, Whiteside, Woodford.

Connecticut

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.634.6388)

DISTRIBUTOR

New England Truck Equipment
4 Barker Drive
Wallingford, CT 06492
Office: (203) 284-1677
email
(mailto:nete1@sbcglobal.net)

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Serving all counties.

District of Columbia

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.634.6388)

DISTRIBUTOR	COUNTIES
Maryland Industrial Trucks, Inc. 1330 W. Nursery Rd. Linthicum, MD 21090 Office:(410) 636-1255 Fax: (410) 636-5734 website (http://www.mdindustrialtrucks.com)	Serving all counties.

Florida

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR	COUNTIES
Sansom Equipment Co. (800) 501-0757 - Birmingham (800) 435-3044 - Mobile website (https://secequip.com/)	Serving these counties: Bay, Calhoun, Esxamoia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, Washington, .
Southern Sewer Equip. Sales 3409 Industrial 27th Street Fort Pierce, FL 34946 (800) 782-4134 website (http://www.southernsewer.com/) | email (mailto:info@southernsewer.com)	Serving these counties: Alachua, Baker, Bradford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, DeSoto, Dixie, Duval, Flagler, Franklin, Gadsden, Gilchrist, Glades, Hamilton, Hardee, Hendry, Hernando, Highlands, Hillsborough, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Liberty, Madison, Manatee, Marion, Martin, Miami-Dade, Monroe, Nassau, Osceola, Okeechobee, Orange, Palm Beach, Pasco, Pinellas, Polk, Putnam, St. John, St. Luci, Sarasota, Seminole, Sumter, Suwannee, Taylor, Union, Volusia, Wakulla.

Georgia

To get started, contact your local New Way RSM: MIKE CASSOTTA (tel:712.634.6386)

DISTRIBUTOR	COUNTIES

Sansom Equipment Co. 2601 South Stone Mountain Lithonia Road Stonecrest, GA 30058 (770) 482-8900 website (http://www.sansomequip.com)	Serving these counties: Baker, Calhoun, Banks, Columbia, Barrow, Colquitt, Bartow, Lee, Brooks, Dade, Butts, Early, Calhoun, Decatur, Carroll, Lowndes, Murray, Douglas, Chattahoochee, Echols, Chattooga, Elbert, Cherokee, Fannin, Clarke, Fayette, Clay, Floyd, Clayton, Forsyth, [illegible] Gilmer, Gordon, Grady, Greene, Gwinnett, Habersham, Hall, Harralson, Hart, Heard, Houston, Lumpkin, Macon, Madison, Meriwether, Miller, Monroe, Morgan, Muscogee, Newton, Oconee, Oglethorpe, Paulding, Pickens, Pike, Polk, Quitman, Randolph, Richmond, Rockdale, Schley, Seminole, Spalding, Stephens, Stewart, Sumter, Talbot, Taliaferro, Taylor, Terrell, Thomas, Towns, Troup, Union, Upson, Walker, Walton, Warren, Webster, White, Whitefield, Wilkes, Worth
Solid Waste Applied Technologies Inc. 207 Hal Averitt Blvd. Statesboro, GA 30458 Contact: JC Gillenwater Phone: (912) 549-0005 website (https://www.swattruckrepair.com/) | email (mailto:JC@SWATtruckrepair.com)	Serving these counties: Appling, Clinch, Jefferson, Taylor, Atkinson, Coffee, Jenkins, Tift, Bacon, Cook, Jones, Toombs, Baldwin, Crisp, Laner, Treutlen, Benhill, Dodge, Laurens, Turner, Berrien, Dooly, Liberty, Ware, Bibb, Echols, Long, Wayne, Bleckly, Effingham, Lowndes, Wilcox, Brantley, Emanuel, Mcintosh, Bryan, Evans, Montgomery, Bulloch, Glascock, Peach, Burke, Glynn, Pierce, Camden, Hancock, Pulaski, Candler, Houston, Putnam, Charlton, Irwin, Screven, Chatham, Jeff Davis, Tattnall

Hawaii

To get started, contact your local New Way RSM: DAVE SHORT
(tel:712.634.6382)

DISTRIBUTOR	COUNTIES
Hawaii Truck Parts Sales and Services 2291 Lauwiliwili Street Kapolei, Hawaii 96707 Phone: (808) 682-6109 website (https://hawaiitruckpartssalesandservices.com/)	Serving all counties.

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Phone: (563) 391-4840
(tel:5633914840)
website
(https://elliottequipco.com)

To get started, contact your local New Way RSM: JOSH ISER
(tel:712.634.6384)

Serving these counties: Adams, Brown, Bureau, Calhoun, Carroll, Cass, [illegible] Henry, Jersey, Jo Daviess, Knox, Lee, [illegible], McDonough, Menard, [illegible]am, Rock Island, Sangamon, [illegible] Warren, Whiteside, Winne[illegible]

Rantoul Truck Center
89 W. Gardner Dr.
Rantoul, IL 61866
Toll Free: (877) 898-9900
(tel:8778989900)
Phone: (217) 893-4158
(tel:2178934158)
website
(http://rantoultrucksales.com/)
| email
(mailto:sales@rantoultrucksales.com)

To get started, contact your local New Way RSM: JOSH ISER
(tel:712.634.6384)

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Pyramid Equipment
211 S. Prairie St. P.O. Box 127
Rolling Prairie, IN 46371
Office: (219) 778-2591
website
(https://www.pyramidequipmentinc.com/)

To get started, contact your local New Way RSM: JOSH ISER
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Municipal Equipment 6305 Shepherdsville Road Louisville, KY 40228 (800) 248-7590 (tel:800.248.7590) website (http://www.municipalequipmentinc.com/) | email (mailto:mequip@iglou.com)	Serving these counties: Clark, Crawford, Daviess, Dubois, Floyd, Gibson, Harrison, Jackson, Jefferson, Jennings, Knox, Lawrence, Martin, Orange, Perry, Pike, Posey, Scout, Spencer, Vanderburgh, Warrick, Washington.

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Elliott Equipment - Grimes Branch (CORPORATE) 4005 Merle Hay Road Grimes, IA 50111 (515) 986-3836 website (https://elliottequipco.com/our-locations/?location=grimes-ia)	Serving all counties.
Elliott Equipment - Davenport Branch 3100 West 76th St Davenport, IA 52806 (563) 391-4840 website (https://elliottequipco.com/our-locations/?location=davenport-ia)	Serving all counties.
Kansas	*To get started, contact your local New Way RSM:* SCOTT RUPIPER (tel:712.634.0064)
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Elliott Equipment Phone: (816) 761-4840 (tel:8167614840) website (https://elliottequipco.com/)	Serving all counties.
Kentucky	*To get started, contact your local New Way RSM:* SCOTT RUPIPER (tel:712.634.0064)
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Maryland

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(tel:712.634.6388)

DISTRIBUTOR	COUNTIES
Maryland Industrial Trucks, Inc. 1330 W. Nursery Rd. Linthicum, MD 21090 Office: (410) 636-1255 Fax: (410) 636-5734 website (http://www.mdindustrialtrucks.com)	Serving all counties.

Massachusetts

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.634.6388)

DISTRIBUTOR	COUNTIES
A/J Equipment Repair Inc. 490 Centre Ave. Abington, MA 02351 Contact: Andy Winiewicz (800) 354-5623 Fax: (518) 732-4473 website (http://ajequipmentrepair.com/) | email (mailto:mailto:ajequip@aol.com)	Serving these counties: Barnstable, Bristol, Dukes, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk, and Worcester.
New England Truck Equipment 4 Barker Drive Wallingford, CT 06492 Office: (203) 284-1657 email (mailto:nete1@sbcglobal.net)	Serving these counties: Franklin, Hampden, Hampshire
CES 939 Rt. 9 Schodack Landing, NY 12156 Office: (518) 732-7733 Fax: (518) 732-4473	Serving Berkshire county.

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14001 Botts Road
Grandview, MO 64030
(816) 761-4840
(+18167614840)
website

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Rear Loader (/rear-loader/)
Rear Loaders (/rear-loader/)
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Automated Side Loaders (/automated-side-loader/)
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FleetForce™ Rentals (/fleetforce/)

Montana	*To get started, contact your local New Way RSM:* DAVE SHORT (tel:712.634.6382)
Nebraska	*To get started, contact your local New Way RSM:* SCOTT RUPIPER (tel:712.634.0064)

DISTRIBUTOR	COUNTIES
Elliott Equipment 1245 Dawes Ave Lincoln, NE 68521 (402) 474-4840 website (http://elliottequipco.com)	Serving all counties.
Nevada	*To get started, contact your local New Way RSM:* JOSH ISER (tel:712.634.6384)
New Hampshire	*To get started, contact your local New Way RSM:* STAN HAINES (tel:712.634.6388)
New Jersey	*To get started, contact your local New Way RSM:* STAN HAINES (tel:712.634.6388)

DISTRIBUTOR	COUNTIES
Contact Joe Tompkins H. A DeHart 311 Crown Point Rd. Thorofare, NJ 08086 Phone: (856) 845-2800 Fax: (856) 845-2461. website (http://www.hadehart.com)	Serving all counties
New Mexico	*To get started, contact your local New Way RSM:* DAVE SHORT (tel:712.634.6382)

Pete Marquez, Jr.
1412 Broadway N.E.
Albuquerque, NM 87102
Phone: (505) 242-6969
Website

New York

To get started, contact your local New Way RSM: STAN HAINES (tel:712.634.6388)

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CEJJ (518) 732-7733 Territory: East including Jefferson, Lewis, Oneida, Chenango & Broome	Serving these counties: Albany, Broome, Chenango, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Montgomery, Oneida, Otsego, St. Lawrence, Rensselaer, Saratoga, Schenectady, Sullivan, Ulster, Warren, Washington.
Guthrie Sales & Service 6276 Clinton Street Rd Bergen, NY 14416 (585) 494-2600 (tel:+15854942600) website (http://www.guthriewny.com)	Serving northwest New York.

NYC Area

To get started, contact your local New Way RSM: JOSH ISER (tel:712.634.6384)

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Long Island Sanitation, LLC 1670 New Highway Farmingdale, NY 11735 Office: (631) 531-9292 Fax: (631) 531-9333 website (http://www.lisanitation.net)	Serving these counties: Long Island, the 5 boroughs, Westchester, Putnam, Dutchess, Rockland & Orange.

North Carolina

To get started, contact your local New Way RSM: MIKE CASSOTTA (tel:712.634.6386)

DISTRIBUTOR	COUNTIES

Amick Equipment Company
2040 S Third St (PO)
Cedar Falls, IA 50613
(800) 922-3795
(+18009223795)
website
(https://www.amickequipment.com/)

Serving all counties.

(/dealer-locator/international.asp)

To get started, contact your local New Way RSM: SCOTT RUPIPER (tel:712.934.0064)

DISTRIBUTOR	COUNTIES
Olympic Sales 650 2nd Ave. NW West Fargo, ND (701) 281-8221 (tel:7012818221) website (https://olympicsalesinc.com/) | email (mailto:greg@olympicsalesinc.com)	Serving all counties.

Ohio

To get started, contact your local New Way RSM: JOSH ISER (tel:712.634.6384)

DISTRIBUTOR	COUNTIES
Trivista Equipment 5751 Cerni Place Youngstown, OH 44515 Phone: (330) 652-9917 website (https://www.trivistacompanies.com/youngstown.htm)	Serving all counties.

Oklahoma

To get started, contact your local New Way RSM: TANNER RUPIPER (tel:712.634.6389)

DISTRIBUTOR	COUNTIES
Dickson Equipment (214) 741-6337 website (http://www.dicksonequip.com)	Serving all counties.

Oregon

To get started, contact your local New Way RSM: DAVE SHORT (tel:712.634.6382)

DISTRIBUTOR	COUNTIES

General Equipment Company
(Hours: 8:00 AM - 5:00 PM EST)
Portland, OR 97218
(503) 288-7447
(tel:5032887447)
website (https://www.general-equip.com/)

Serving all counties.

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.934.6388)

DISTRIBUTOR	COUNTIES
Eagle Truck Equipment Inc. 40 Pottstown Pike Chester Springs, PA 19425 Phone: (610) 458-5333 Fax: (610) 458-0696 website (http://www.eagletruckequipment.com/) | email (mailto:info@eagletruckequipment.com)	Serving these counties: Tioga, Bradford, Susquehanna, Wayne, Pike, Lycoming, Sullivan, Wyoming, Lackawanna, Clinton, Union, Snyder, Northumberland, Montour, Columbia, Luzerne, Carbon, Monroe, Schuylkill, Lebanon, Berks, Lehigh, Northampton, York, Lancaster, Chester, Delaware, Montgomery, Bucks, Philadelphia, Dauphin
1st Location A&H Equipment Company / Pittsburgh 620 W. Beaver Street Zelienople, PA 16063 Contact: Jason Kelley Phone: (412) 257-1160 Fax: (412) 257-4471	
2nd Location A&H Equipment Company / Harrisburg 1405B Hagy Way Harrisburg, PA 17110 Contact: Jason Kelley Phone: (717) 724-0310 Fax: (717) 724-0309 website (http://www.ahequipment.com) | email (mailto:sales@ahequipment.com)	Serving Western Pennsylvania

Rhode Island

To get started, contact your local New Way RSM: STAN HAINES
(tel:712.634.6388)

DISTRIBUTOR	COUNTIES

A/J Equipment Repair Inc.
Contact: Andy Winiewicz
(800) 354-5623
website
(http://ajequipmentrepair.com/)

South Carolina

To get started, contact your local New Way RSM: MIKE CASSOTTA (tel:712.634.6386)

DISTRIBUTOR	COUNTIES
Amick Equipment Company 227 Glassmaster Road Lexington, SC 29072 (800) 922-3795 (tel:800.922.3795) website (http://www.amickequipment.com/)	Serving all counties.

South Dakota

To get started, contact your local New Way RSM: SCOTT RUPIPER (tel:712.634.0064)

DISTRIBUTOR	COUNTIES
Olympic Sales (701) 281-8221 website (https://olympicsalesinc.com/)	Serving all counties.

Tennessee

DISTRIBUTOR	COUNTIES
Sansom Equipment Co. 3196 Highway 231 North Shelbyville, TN 37160 Phone: (615) 696-7066 (+16156967066) website (https://secequip.com/)	*To get started, contact your local New Way RSM:* KEN BEUGGER (tel:712.634.6385) Serving these Counties: Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Madison, McNiary, Obion, Shelby, Tipton, Weakley.

1506 West College Street
Murfreesboro, TN 37129
Territory: East of Tennessee River
(858) 689-1994
fax: 858.689.1884
website
(http://www.municipalequipmentinc.com)

To get started, contact your local New Way RSM: SCOTT RUPIPER (tel:712.634.0964)

Serving these Counties: Anderson, Bastrop, Bedford, Bledsoe, Blount, [illegible] Cheatham, Claiborne, Clay, [illegible] Dekalb, Dickson, Fentress, [illegible] Hamblen, Hamilton, [illegible] Jackson, Johnson, [illegible] Loudon, Macon, Marion, [illegible] Montgomery, Moore, Monroe, Morgan, Overton, Perry, Pickett, Polk, Putnam, Rhea, Roane, Robertson, Rutherford, Scott, Secquatchie, Sevier, Smith, Stewart, Sullivan, Sumner, Travis, Trousdale, Unicoi, Union, Van Buren, Warren, Washington, Wayne, White, Williamson, Wilson

Texas

To get started, contact your local New Way RSM: TANNER RUPIPER (tel:712.634.6389)

DISTRIBUTOR

Dickson Equipment
4525 Irving Blvd.
Dallas, TX 75247
(214) 741-6337
website
(http://www.dicksonequip.com)

COUNTIES

Serving these territories: (Northern Texas); Anderson, Andrews, Angelina, Archer, Armstrong, Bailey, Bastrop, Baylor, Bell, Borden, Bosque, Bowie, Briscoe, Brown, Callahan, Camp, Carson, Cass, Castro, Cherokee, Childress, Clay, Cochran, Coke, Coleman, Collin, Collingsworth, Comanche, Concho, Cooke, Coryell, Cottle, Crane, Crosby, Dallam, Dallas, Dawson, Deaf Smith, Delta, Denton, Dickens, Donley, Eastland, Ector, Ellis, Erath, Falls, Fannin, Fisher, Floyd, Foard, Franklin, Freestone, Gaines, Garza, Glasscock, Gray, Grayson, Gregg, Hale, Hall, Hamilton, Hansford, Hardeman, Harrison, Hartley, Haskell, Hemphill, Henderson, Hill, Hockley, Hood, Hopkins, Houston, Howard, Hunt, Hutchinson, Irion, Jack, Johnson, Jones, Kaufman, Kent, King, Knox, Lamar, Lamb, Lampasas, Leon, Limestone, Lipscomb, Loving, Lubbock, Lynn, Marion, Martin, McCulloch, McLennan, Midland, Mills, Mitchell, Montague, Moore, Morris, Motley, Nacogdoches, Navarro, Nolan, Ochiltree, Oldham, Palo Pinto, Panola, Parker, Parmer, Potter, Rains, Randall, Reagan, Red River, Roberts, Rockwall, Runnels, Rusk, Sabine, San Augustine, San Saba, Scurry, Shackelford, Shelby, Sherman, Smith, Somervell, Stephens, Sterling, Stonewall, Swisher, Tarrant, Taylor, Terry, Throckmorton, Titus, Tom Green, Travis, Trinity, Upshur, Upton, Van Zandt, Ward, Wheeler, Wichita, Wilbarger, Williamson, Winkler, Wise, Wood, Yoakum, Young

Serving only these Cities: The Texas municipalities of Abilene, Clyde, Copperas Cove, Dallas, Denton, Gainesville, Longview, Mesquite, Plainview, Plano, Richardson, San Saba, Trinity, Tye, University Park, Waco, and Wichita Falls.



[Front Loader (/front-loader/)](/front-loader/) [Rear Loader (/rear-loader/)](/rear-loader/) [Automated Side Loader (/automated-side-loader/)](/automated-side-loader/)
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[K-PAC™ Compactors & Containers (/kpac-compactors/)](/kpac-compactors/)

1st Location:

Texas Pack + Load
357 Vista Rd.
Pasadena, TX
[2nd location]
Texas Pack + Load
1000 Rittiman Rd.
San Antonio, TX
(210) 239-2282
[website (https://www.texaspackandload.com/)](https://www.texaspackandload.com/)

Serving these territories: (Southern Texas): Aransas, Atascosa, Austin, Bandera, Bee, Bexar, Brazoria, Brazos, Brewster, Brooks, Burleson, Burnet, Caldwell, Calhoun, Cameron, Chambers, City of Austin, Colorado, Comal, Crockett, Culberson, De Witt, Dimmit, Duval, Edwards, El [illegible] Frio, Galveston, Gillespie, Goliad, [illegible] Hardin, Harris, Hays, Hidalgo, Hudspeth, [illegible] Jackson, Jim Hogg, Jim Wells, Karnes, Kendall, Kenedy, Kerr, Kimble, Kinney, Kleberg, Lavaca, Lee, Live Oak, Llano, Madison, Mason, Matagorda, Maverick, Medina, Menard, Milam, Montgomery, Newton, Nueces, Orange, Pecos, Polk, Presidio, Real, Reeves, Refugio, Robertson, San Jacinto, San Patricio, Schleicher, Starr, Sutton, Terrell, Tyler, Uvalde, Val Verde, Victoria, Walker, Waller, Washington, Webb, Wharton, Willacy, Wilson, Zapata, Zavala

Serving these Cities: All Texas municipalities except for Abilene, Clyde, Copperas Cove, Dallas, Denton, Gainesville, Longview, Mesquite, Plainview, Plano, Richardson, San Saba, Trinity, Tye, University Park, Waco, and Wichita Falls.

Utah

To get started, contact your local New Way RSM: JOSH ISER
[(tel:712.634.6384)](tel:712.634.6384)

DISTRIBUTOR

Reading Truck, formerly Semi Service
4285 W 4385 S
Salt Lake City, UT 84104
(801) 514-6178
Parts: (385) 234-0235
Contact Terry Hunt
[email (mailto:thunt@readingtruck.com)](mailto:thunt@readingtruck.com)

COUNTIES

Serving all counties.

DISTRIBUTOR LOCATOR (HTTP://REFUSETRUCKS.SCRANTONMFG.COM/DEALER-LOCATOR/UNITED-STATES-CANADA.ASP)

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International (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp)

- Australia (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Australia)
- Bermuda (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Bermuda)
- Canada (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Canada)
- Costa Rica (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#CostaRica)
- Egypt (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Egypt)
- Fiji (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Fiji)
- Malaysia (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Malaysia)
- Mexico (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Mexico)
- New Zealand (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#New-Zealand)
- Papua New Guinea (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Papua-New-Guinea)
- Peru (http://refusetrucks.scrantonmfg.com/dealer-locator/international.asp#Peru)

To get started, contact your local New Way RSM: STAN HAINES
[(tel:712.634.6388)](tel:712.634.6388)

DISTRIBUTOR

CEJJ Inc.
838 Rt. 9
Schodack Landing, NY 12156
Office: (518) 732-7733
Fax: (518) 732-4478

COUNTIES

Serving all counties

To get started, contact your local New Way RSM: MIKE CASSOTTA
[(tel:712.634.6386)](tel:712.634.6386)

DISTRIBUTOR

COUNTIES

Washington

CONTACT NEW WAY® TRUCKS

Driving The Difference®

809 Locust St

Scranton, IA 51462

Phone: 712 652 3396 (tel:17126523396)

Toll Free: 800 831 1858 (tel:18008311858)

To get started, contact your local New Way RSM: DAVE SHORT (tel:712.634.6382)

To get started, contact your local New Way RSM: MIKE CASSOTTA (tel:712.634.6386)

West Virginia

DISTRIBUTOR	COUNTIES
West Virginia Tractor 214 Virginia Street West Charleston, WV 25302 (304) 346-5301 (+13043465301) website (http://www.wvtractor.com/) | email (mailto:wvtractor@msn.com)	Serving all counties.

Wisconsin

DISTRIBUTOR	COUNTIES
Envirotech Equipment 19570 Edgewood Dr Lannon, WI 53046 Toll Free: (800) 381-9134 (tel:8003819134) website (https://envirotechequipment.net/) | email (mailto:mark.hartjes@envirotechequipment.net)	Serving all counties.

Wyoming

To get started, contact your local New Way RSM: SCOTT RUPIPER (tel:712.634.0064)

DISTRIBUTOR	COUNTIES

NEW WAY'S REVOLUTIONARY AUGER-DRIVEN ASL

Alberta

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Westvac Industrial, LTD
26609 111 Ave
Acheson, AB T7X 6E1
Phone: (780) 962-1218
(tel:+7809621218)

3534 48 Ave SE
Calgary, AB T2B 3L6
Phone: (403) 272-1334
(tel:4032721334)
website
(http://www.westvac.com) |
email
(mailto:westvac@westvac.com)

Serving Alberta

British Columbia

To get started, contact your local New Way RSM: DAVE SHORT
(tel:712.634.6382)

Manitoba

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Westvac Industrial, LTD
100, 3926 Burron Ave
Saskatoon, SK S7P 0E1
Phone: (306) 975-9400
(tel:3069759400)
website
(http://www.westvac.com)

Serving Manitoba

New Brunswick

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Driveline Truck and Trailer
Duane Gallant
108 Greenwood Dr
Summerside, PE
Phone: (902) 888-3588
website
(https://www.drivelinetruckandtrailer.com/default.htm)

Serving Newfoundland and Labrador, Prince Edward Island, Nova Scotia, New Brunswick

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

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Driveline Truck and Trailer
Duane Gallant
108 Greenwood Dr
Summerside, PE
Phone: (902) 888-3588
website
(https://www.drivelinetruckandtrailer.com/default.htm)

Nova Scotia

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Driveline Truck and Trailer
Duane Gallant
108 Greenwood Dr
Summerside, PE
Phone: (902) 888-3588
website
(https://www.drivelinetruckandtrailer.com/default.htm)

Ontario

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

City View Specialty Vehicles
1213 Lorimar Drive
Mississauga, ON L5S 1M9
Phone: (866) 739-3956
(tel:+18667393956)
website
(https://cityviewvehicles.com/)
| email (mailto:Inquiries@cityviewvehicles.com)

Serving Ontario

Driveline Truck and Trailer
Duane Gallant
[illegible]
[illegible]
Phone: [illegible]
Website
[illegible]

Front Loader (/front-loader/) Rear Loader (/rear-loader/) Side Loader (/automated-side-loader/)
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Quebec

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Durabac Inc.
22 Milton Granby
Granby, Québec, J2J 0P2
Contact
Phone: 1-800-565-1723
website (https://www.durabac.net/) | email (mailto:sales@durabac.ca)

Serving Quebec

Northwest Territories, Nunavut, Yukon

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

Saskatchewan

To get started, contact your local New Way RSM: KEN BEUGGER
(tel:712.634.6385)

DISTRIBUTOR

Westvac Industrial, LTD
100, 3926 Burron Ave
Saskatoon, SK S7P 0E1
Phone: (306) 975-9400 (tel:3069759400)
website (http://www.westvac.com)

Serving Saskatchewan

Scranton MANUFACTURING CO., INC. 50 EST. 1971 "50 YEARS OF INNOVATION"

REFUSE TRUCKS (HTTPS://REFUSETRUCKS.SCRANTONMFG.COM/REFUSE-TRUCKS/)

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Parts & Service (https://refusetrucks.scrantonmfg.com/parts-service/)

ABOUT US (HTTPS://REFUSETRUCKS.SCRANTONMFG.COM/ABOUT-US/)

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United States & Canada (https://www.hgacbuy.org/)

International (/distributor-locator/international/)

K-PAC™ BY NEW WAY (HTTPS://WWW.KPAC-WASTECOMPACTION.COM/)

Self-Contained Compactors (https://www.kpac-wastecompaction.com/self-contained-compactors/)

Stationary Compactors (https://www.kpac-wastecompaction.com/stationary-compactors/)

Commercial Containers (https://www.kpac-wastecompaction.com/containers/)

CONTACT US (HTTPS://REFUSETRUCKS.SCRANTONMFG.COM/CONTACT-US/)

EMAIL

Send Inquiry (/contact-us/default)

PHONE

712 652 3396

TOLL FREE

800 831 1858

SOCIAL MEDIA

Facebook (https://on.fb.me/PAgHRl)

Instagram (https://bit.ly/2tUFTGF)

Twitter (https://bit.ly/1ilqD9L)

YouTube (https://bit.ly/1hpgw6a)

LinkedIn (https://bit.ly/2wxUHOz)

SOCIAL MEDIA

Facebook (https://on.fb.me/PAgHRl)

Instagram (https://bit.ly/2tUFTGF)

Twitter (https://bit.ly/1ilqD9L)

YouTube (https://bit.ly/1hpgw6a)

LinkedIn (https://bit.ly/2wxUHOz)

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

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

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Toter LLC for garbage cart lids, wheels, and accessory parts for Garbage Collection.
General fund.

Amount of Contract:

$80,490.38

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230511 Toter Agenda Package POs	Cover Memo	5/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 2:49 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
8817	2023	(2090B) GARBAGE COLLECTION	3000 GARBAGE CART LIDS, 2000 CART WHEELS FOR GARBAGE COLLECTION (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$80,490.38	(205975) TOTER LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00008817-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	
Tel#704-872-8171	
Fax 704-878-0734	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/23	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	OMINA CONTRACT #171717 AND TOTER QUOTE # WQ-10271215			
	PLEASE NOTE: PRICING AND PRODUCT OFFERINGS IS BASED ON THE OMNIA PARTNERS, PUBLIC SECTOR (SUBSIDIARIES NATIONAL IPA AND U.S. COMMUNITIES) AGREEMENT THROUGH TOTER'S CONTRACT NO. 171717 AS AWARDED BY THE CITY OF TUCSON ON 02-01-2018. PER THE TERMS OF THIS CONTRACT, PRICING AND PRODUCTS ARE EVALUATED EVERY THREE (3) MONTHS FOR PRICE ADJUSTMENTS BASED ON CURRENT MARKET CONDITIONS, AT ANY TIME WITHOUT PRIOR NOTICE, AND AFTER CITY OF TUCSON APPROVAL. THE CURRENT PRICING IS EFFECTIVE 2-1-2023 THROUGH 4-30-2023. TOTER, LLC PRODUCT WARRANTIES, DISCLAIMERS, LIMITATION OF LIABILITY AND REMEDIES, AND LIMITED WARRANTY PROVISIONS APPLY TO ALL PURCHASES THEREUNDER.			
001	MODEL B99796 - TOTER 96 GALLON GEN II LID - OMNIA 2 LID STAMPS LID COLOR (200) BLACK B99796 - OMNIA	3000.00 EACH	19.44000	58320.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			58320.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM			

Bill To	Requisition 00008817-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Released Page 2

Vendor	Ship To
TOTER LLC P O BOX 5338 STATESVILLE, NC 28687 Tel#704-872-8171 Fax 704-878-0734	PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/23	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
002	MODEL 5197-00-0000 - STRAP CLAW HINGE FOR LID	16000.00 EACH	0.23000	3680.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			3680.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
003	M5 X 22 TORX WASHER HEAD PT SCREW, BLACK ZINC	62000.00 EACH	0.04000	2480.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			2480.00

Bill To	Requisition 00008817-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Released Page 3

Vendor	Ship To
TOTER LLC P O BOX 5338 STATESVILLE, NC 28687 Tel#704-872-8171 Fax 704-878-0734	PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/23	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
004	22" L, 5/8 DIA. AXLE, ZINC	1000.00 EACH	4.46000	4460.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			4460.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00008817-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	
Tel#704-872-8171	
Fax 704-878-0734	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/23	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
005	MODEL 5215-00-PLTD - PAL NUT WHEEL RETAINER 5/8"	2000.00 EACH	0.18000	360.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			360.00

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

006	MODEL 6250-10-M200 - SUNBURST SNAP ON WHEEL 10" DIAMETER	2000.00 EACH	4.50000	9000.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			9000.00

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To

Bill To	Requisition 00008817-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Released Page 5

Vendor	Ship To
TOTER LLC P O BOX 5338 STATESVILLE, NC 28687 Tel#704-872-8171 Fax 704-878-0734	PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/23	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
007	FREIGHT	1.00 EACH	2190.38000	2190.38
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2090.2070.0000.0000.44020.			2190.38
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Requisition Link

Requisition Total 80490.38

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.		

Bill To	Requisition 00008817-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Released Page 6

Vendor	Ship To
TOTER LLC P O BOX 5338 STATESVILLE, NC 28687 Tel#704-872-8171 Fax 704-878-0734	PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

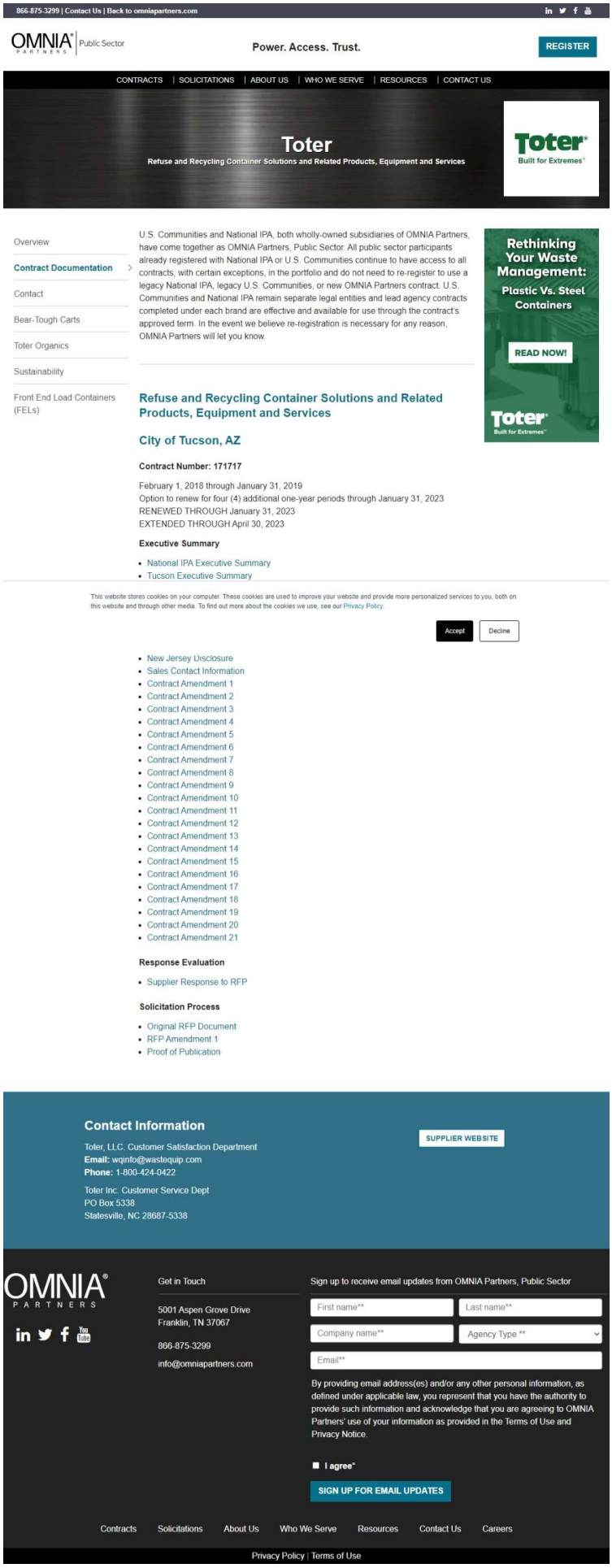
Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/23	205975				GARBAGE COLLECTION

Account		Amount	Remaining Budget
		80490.38	2062951.32
SANITATION EXP	OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	04/24/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	04/24/23	JAMES DELAPP	
Approved	04/24/23	CASI CALLAWAY	Auto approved by: 910518527
Queued	04/24/23	DONALD ROSE	Auto approved by: 910518527
Queued	04/24/23	SANDRA LEWIS	Auto approved by: 910518527
Queued	04/24/23	JOHN PAINE	Auto approved by: 910518527
Queued	04/24/23	MICHAEL SPAFFORD	Auto approved by: 910518527

Authorized By: _____ Date: _____
Signature


866-875-3299 | Contact Us | Back to omniapartners.com
OMNIA PARTNERS Public Sector
Power. Access. Trust.
REGISTER
CONTRACTS | SOLICITATIONS | ABOUT US | WHO WE SERVE | RESOURCES | CONTACT US
Toter
Refuse and Recycling Container Solutions and Related Products, Equipment and Services
Toter Built for Extremes
Overview
Contract Documentation
Contact
Bear-Tough Carts
Toter Organics
Sustainability
Front End Load Containers (FELs)
U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.
Rethinking Your Waste Management: Plastic Vs. Steel Containers
READ NOW!
Toter Built for Extremes
Refuse and Recycling Container Solutions and Related Products, Equipment and Services
City of Tucson, AZ
Contract Number: 171717
February 1, 2018 through January 31, 2019
Option to renew for four (4) additional one-year periods through January 31, 2023
RENEWED THROUGH January 31, 2023
EXTENDED THROUGH April 30, 2023
Executive Summary
National IPA Executive Summary
Tucson Executive Summary
This website stores cookies on your computer. These cookies are used to improve your website and provide more personalized services to you, both on this website and through other media. To find out more about the cookies we use, see our Privacy Policy.
Accept
Decline
New Jersey Disclosure
Sales Contact Information
Contract Amendment 1
Contract Amendment 2
Contract Amendment 3
Contract Amendment 4
Contract Amendment 5
Contract Amendment 6
Contract Amendment 7
Contract Amendment 8
Contract Amendment 9
Contract Amendment 10
Contract Amendment 11
Contract Amendment 12
Contract Amendment 13
Contract Amendment 14
Contract Amendment 15
Contract Amendment 16
Contract Amendment 17
Contract Amendment 18
Contract Amendment 19
Contract Amendment 20
Contract Amendment 21
Response Evaluation
Supplier Response to RFP
Solicitation Process
Original RFP Document
RFP Amendment 1
Proof of Publication
Contact Information
Toter, LLC. Customer Satisfaction Department
Email: wqinfo@wastequip.com
Phone: 1-800-424-0422
Toter Inc. Customer Service Dept
PO Box 5338
Statesville, NC 28687-5338
SUPPLIER WEBSITE
OMNIA PARTNERS
Get in Touch
5001 Aspen Grove Drive
Franklin, TN 37067
866-875-3299
info@omniapartners.com
Sign up to receive email updates from OMNIA Partners, Public Sector
First name**
Last name**
Company name**
Agency Type **
Email**
By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.
I agree*
SIGN UP FOR EMAIL UPDATES
Contracts Solicitations About Us Who We Serve Resources Contact Us Careers
Privacy Policy | Terms of Use

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

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

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

SHONNDA SMITH EXECUTIVE DUPUTY DIRECTOR OF PUBLIC WORKS

Sponsored by:

MAYOR SANDY STIMPSON

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PEYTON HICKMAN TENNIS TEACHING PRO CONTRACT	Cover Memo	5/9/2023
PEYTON HICKMAN TEACHING PRO RESOLUTION	Cover Memo	5/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Byerley, Jackie	Approved	5/9/2023 - 3:41 PM
Budget	Holt, Robert	Approved	5/9/2023 - 5:24 PM
Legal	Kern, Chris	Approved	5/10/2023 - 12:06 PM
Legal	Kern, Chris	Approved	5/10/2023 - 12:06 PM
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 3:03 PM

Professional Services Contract
City of Mobile

Mobile Tennis Teaching Pro

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 7th day of April 2023, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Peyton Hickman (sometimes hereinafter Contractor)

WHEREAS, Contractor is engaged in the business of teaching tennis lessons/clinics

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, 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 and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached Exhibit A, Statement of Work. To the extent that the terms of Exhibit A are inconsistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract should not exceed $80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of 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 ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

D. 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 Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

E. 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.

F. 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.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of 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 in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827
And to Contractor at:
Peyton Hickman
47247 Rabun Road Apt. F4, Bay Minette, Alabama 36507

L. 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.

M. 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.

N. 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.

O. 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 would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

Q. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended 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. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law 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.

R. 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.

NAME, Peyton Hickman

Penn Hinn

BY: ~~Peyton Hickman~~ PH

04-05-2023

DATE: ~~04-02-2023~~ PH

Its(Title) Sole Proprietor
Teaching Pro

STATE OF ALABAMA COUNTY
OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify Peyton Hickman that whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5 day of April

SEAL Notary Public MY COMMISSION EXPIRES

November 26, 2026

MACKENZIE LEDKINS NOTARY PUBLIC ALABAMA STATE AT LARGE COMM. EXP. NOVEMBER 26, 2026

Mackenzie Ledkins

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

CITY OF MOBILE, A Municipal Corporation

_____

BY: Mayor DATE: _____

ATTEST:

_____

City Clerk Date

Exhibit A Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. This contract can be terminated at any time if either party wishes to do so.

8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

9. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

10. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.
11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT A - Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays $30.00 (1-6 STUDENTS) 85% to Instructor = $25.50

1 HOUR

Customer Pays $60.00 (1-6 STUDENTS) 85% to Instructor = $51.00
Customer Pays $70.00 (7-8 STUDENTS) 85% to Instructor = $59.50
Customer Pays $80.00 (9-12 STUDENTS) 85% to Instructor = $68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

$30.00 (1-6 STUDENTS)

*1 HOURS

$60.00 (1-6 STUDENTS)
$70.00 (7-8 STUDENTS)
$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

01- 2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Payton Hickman to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $80,000 per year 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.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

SHONNDA SMITH EXECUTIVE DEPUTY DIRECTOR OF PUBLIC WORKS

Sponsored by:

MAYOR SANDY STIMPSON

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
MATTHEW BROOKS TENNIS TEACHING PRO RESOLUTION	Cover Memo	5/9/2023
MATTHEW BROOKS TENNIS TEACHING PRO CONTRACT	Cover Memo	5/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Byerley, Jackie	Approved	5/9/2023 - 3:47 PM
Budget	Holt, Robert	Approved	5/9/2023 - 6:23 PM
Legal	Kern, Chris	Approved	5/10/2023 - 12:08 PM
Legal	Kern, Chris	Approved	5/10/2023 - 12:08 PM
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 3:03 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Matthew Brooks to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $80,000 per year 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.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

Mobile Tennis Teaching Pro

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 11st day of April 2023, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Matthew Brooks (sometimes hereinafter Contractor)

WHEREAS, Contractor is engaged in the business of teaching tennis lessons/clinics

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, 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 and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached Exhibit A, Statement of Work. To the extent that the terms of Exhibit A are inconsistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract should not exceed $80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of 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 ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

D. 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 Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

E. 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.

F. 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.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of 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 in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Matthew Brooks
6155 Muir Court
Mobile, Al. 36619

L. 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.

M. 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.

N. 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.

O. 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 would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

Q. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended 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. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law 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.

R. 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.

NAME, Matthew Brooks

BY: Matthew Brooks DATE: 4/11/23

Its(Title) Teaching Pro

STATE OF ALABAMA COUNTY
OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify MATTHEW BROOKS that whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 11 day of April, 2023

SEAL Notary Public MY COMMISSION EXPIRES 6/25/25

Betty C. Greene

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

CITY OF MOBILE, A Municipal Corporation

BY: Mayor DATE:

ATTEST:

City Clerk Date

Exhibit A Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. This contract can be terminated at any time if either party wishes to do so.

8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

9. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

10. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.
11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT A - Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays $30.00 (1-6 STUDENTS) 85% to Instructor = $25.50

1 HOUR

Customer Pays $60.00 (1-6 STUDENTS) 85% to Instructor = $51.00

Customer Pays $70.00 (7-8 STUDENTS) 85% to Instructor = $59.50

Customer Pays $80.00 (9-12 STUDENTS) 85% to Instructor = $68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

$30.00 (1-6 STUDENTS)

*1 HOURS

$60.00 (1-6 STUDENTS)

$70.00 (7-8 STUDENTS)

$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

SHONNDA SMITH EXECUTIVE DEPUTY DIRECTOR OF PUBLIC WORKS

Sponsored by:

MAYOR SANDY STIMPSON

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
WHITSETT HERRING TENNIS TEACHING PRO RESOLUTION	Cover Memo	5/9/2023
WHITSETT HERRING TENNIS TEACHING PRO CONTRACT	Cover Memo	5/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Byerley, Jackie	Approved	5/9/2023 - 4:00 PM
Budget	Holt, Robert	Approved	5/9/2023 - 6:24 PM
Legal	Kern, Chris	Approved	5/10/2023 - 11:02 AM
Legal	Kern, Chris	Approved	5/10/2023 - 11:03 AM
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 2:50 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Whitsett Herring to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $80,000 per year 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.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

Mobile Tennis Teaching Pro

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 7th day of April 2023, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Whitsett Herring (sometimes hereinafter Contractor)

WHEREAS, Contractor is engaged in the business of teaching tennis lessons/clinics

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, 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 and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached Exhibit A, Statement of Work. To the extent that the terms of Exhibit A are inconsistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract should not exceed $80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of 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 ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

D. 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 Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

E. 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.

F. 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.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of 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 in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827
And to Contractor at:
Whitsett Herring
3775 Rhonda Drive S., Mobile, Alabama 36608

L. 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.

M. 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.

N. 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.

O. 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 would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

Q. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended 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. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law 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.

R. 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.

NAME, Whitsett Herring

BY: Whitsett Herring DATE: 4-7-23

Its(Title) Tennis instructer

STATE OF ALABAMA COUNTY
OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify Whitsett Herring that whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4 day of April April 6, 2024

SEAL Notary Public MY COMMISSION EXPIRES

CHRISTEN CULPEPPER MY COMMISSION EXPIRES APRIL 6, 2024 NOTARY PUBLIC STATE OF ALABAMA

ChristenCulpepper

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

CITY OF MOBILE, A Municipal Corporation

_____ _____

BY: Mayor DATE:

ATTEST:

_____ _____

City Clerk Date

Exhibit A Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. This contract can be terminated at any time if either party wishes to do so.

8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

9. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

10. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.
11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT A - Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays $30.00 (1-6 STUDENTS) 85% to Instructor = $25.50

1 HOUR

Customer Pays $60.00 (1-6 STUDENTS) 85% to Instructor = $51.00
Customer Pays $70.00 (7-8 STUDENTS) 85% to Instructor = $59.50
Customer Pays $80.00 (9-12 STUDENTS) 85% to Instructor = $68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

$30.00 (1-6 STUDENTS)

*1 HOURS

$60.00 (1-6 STUDENTS)
$70.00 (7-8 STUDENTS)
$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Chief Jeremy Lami, MFRD

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Amendment to extend the contract with Life Scan Wellness Centers for first responder medical screening services for one additional year and to amend the exam fee.

Amount of Contract:

NTE $150,000.00

Funding Source

Project # **Discretionary Funds**

Project String 10041522-42140 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package Life Scan Amendment	Cover Memo	5/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Holt, Robert	Approved	5/9/2023 - 6:20 PM
Legal	Kern, Chris	Approved	5/10/2023 - 12:12 PM
Legal	Kern, Chris	Approved	5/10/2023 - 12:14 PM
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 3:15 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, an amendment to a contract, by and between the City of Mobile and Life Extension Clinics, Inc., doing business as Life Scan Wellness Centers, in the amount not to exceed $150,000, to extend the contract for one year, and amend pricing, for medical screening exam services, as outlined in the contract amendment attached hereto and made a part hereof as though set forth in full.

A copy of said contract amendment is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

Addendum 1 to Agreement
for
First Responder Medical Screening Services

THIS ADDENDUM No. 1 to Agreement for First Responder Medical Screening Services ("Addendum") is entered into on this ____ day of _____, 2023, by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and Life Extension Clinics, Inc., doing business as Life Scan Wellness Centers, a Florida Corporation ("Contractor").

RECITALS

A. Contractor and the City entered into a three-year Agreement for first responder medical screening services on or about 26 February 2020, (collectively, the 'Agreement").

B. Contractor and City desire to extend the Agreement for an additional year, and to increase the price for physical exams to reflect Contractor's additional expense in providing services.

C. The total amount of these changes to extend the Agreement and increase the fee shall not exceed $150,000.

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. In Article 1, Scope of the Work; Term, the second sentence of the paragraph is amended to read, "The term of this Agreement shall begin on the Effective Date and shall continue until March 31, 2024.

2. On page 6 of Exhibit A, Statement of Work, the Physical Exam fee is changed from $345.00 to $370.00.

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

CONTRACTOR, Life Extension Clinics, Inc., d/b/a Life Scan Wellness Centers

Patricia Johnson, Its CEO (title)
On behalf of Contractor

3/31/2023 Date

STATE OF Florida)

COUNTY OF Hillsborough)

I, Jennifer L. Connelly, a notary public in and for said County in said State, hereby certify that Patricia Johnson, whose name as Authorized Agent of CONTRACTOR, is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the 30th day of March, 2023.

Notary Public
My Commission Expires: 04/25/2023

Notary Public State of Florida
Jennifer L Connelly
My Commission GG 327822
Expires 04/25/2023

CITY

Its Mayor

Date

ATTEST:

City Clerk

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2023

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

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

PRODUCER
Sihle Insurance Group Inc.
1021 Douglas Ave.
Altamonte Springs FL 32714

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 407-869-5490 **FAX (A/C, No):** 407-389-3580
E-MAIL ADDRESS: Certificates@sihle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CRC/Crump Insurance Services Inc.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED LIFEEXT-01
Life Extension Clinics Inc.
1011 N MacDill Avenue
Tampa FL 33607

COVERAGES **CERTIFICATE NUMBER:** 1568541573 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			HNO 1000294-00	3/2/2023	3/2/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X 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 Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(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)

CERTIFICATE HOLDER

City of Mobile
Mobile Fire-Rescue Department
701 Saint Francis St
Mobile AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2023

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

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

PRODUCER	CONTACT NAME: Cinda Groves	
O. E. Wilson Insurance, Inc. PO Box 1429 Largo, FL 33779	PHONE (A/C, No, Ext): (727) 535-0524	FAX (A/C, No): (727) 536-9828
	E-MAIL ADDRESS: cinda@oewilson.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED Life Extension Clinics,Inc. dba Life Scan Wellness Centers 1011 N. Macdill Ave Tampa FL 33607	INSURER B : Admiral Insurance Company	24856
	INSURER C : National Liability & Fire Insurance Company	20052
	INSURER D :	
	INSURER E : National Union Fire Insurance Co of Pittsburgh	19445
	INSURER F :	

COVERAGES **CERTIFICATE NUMBERLIFEEXT2022** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	3AA610771	11/10/2022	11/10/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
E	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EBU 018438559	06/10/2022	06/10/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	A9WC250912	11/29/2022	11/29/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Medical Professional Liability Retroactive Date: 5/31/2001			EO000037691-06	05/31/2022	05/31/2023	2,000,000 2,000,000	Aggregate Each Claim

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

Medical Professional Liability Additional Coverages:

Sexual Abuse **$1,000,000 Each Claim/$1,000,000 Aggregate**

Network Security & Data Privacy Liability $1,000,000 Each Claim/$1,000,000 Aggregate

CERTIFICATE HOLDER

City of Mobile
205 Government St

Mobile, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Gary I Wilson <SMK>

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21.159 **RESOLUTION** 2020

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 Life Extension Clinics, Inc., doing business as Life Scan Wellness Centers, in the amount not to exceed $250,000 per year, for three years, for medical screening exam services, 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: FEB 26 2020

City Clerk

City of Mobile

First Responder Medical Screening Services

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this 26th day of February, 2020 (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and Life Extension Clinics, Inc., doing business as Life Scan Wellness Centers, (hereinafter "Contractor"), a for profit company organized under the laws of the State of Florida.

WHEREAS, the City desires to obtain medical screening exam services for City of Mobile Fire and Rescue Department first responders, 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 is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for three years. 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 5. **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 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 6. **Indemnification:** Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's gross negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. 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 Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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 a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

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**.

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 City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities..

ARTICLE 12. **Termination of Contract**: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement. The Contractor agrees and understands that the funding of this contact is solely provided from the General Fund of the City of Mobile. If, at any time during the City's fiscal year, actual revenues of the City decrease below that amount which has been projected by the City to sustain the operating budget of the City, this contract may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this contract, the City of Mobile shall maintain the right to terminate this contract upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

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:
Life Extension Clinics, Inc.
D/B/A Life Scan Wellness Centers
1011 North MacDill Avenue
Tampa, FL 33607

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.

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 CEO (title)
On behalf of Contractor

2/12/2020 Date

CITY

_____
Its Mayor

3/3/20 Date

ATTEST:

_____
City Clerk

3-3-2020 Date

EXHIBIT A: Scope of Work
EXHIBIT B: Insurance

EXHIBIT A: STATEMENT OF WORK

1. Exam Requirements.
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:

A. Annual Firefighter Physical Exam according to NFPA 1582 that consists of:
   1) Hands on Physical Exam
   2) Vision Exam (Titmus)
   3) Vital Signs
   4) Occupational Hearing Exam
   5) Behavioral Health and Sleep Assessment Screenings
   6) Personal Consultation with review of testing results
   7) Cardio Pulmonary Assessment that consists of:
      a. Treadmill Stress Test with EKG
      b. Echocardiogram (Hearth Ultrasound)
      c. Resting EKG
      d. Carotid Arteries Ultrasound
      e. Aortic Aneurysm Ultrasound
      f. Pulmonary Function Test (Spirometry)
   8) Blood Tests including
      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)
   9) Fitness Evaluation conducted according to NFPA 1583 – WFI Guidelines and consisting of the following elements:
      a. Muscular Strength and Endurance Evaluation
      b. Aerobic Endurance Evaluation (VO2 Max Calc)
      c. Flexibility Evaluation
      d. Nutrition and Diet Recommendations
      e. Personal Fitness Recommendations
      f. Body Weight and Composition

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. 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
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-on 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 Alabama licensed MD, DO, ARNP or PA under the supervision of a Board Certified Medical Director licensed in Alabama.

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: Life Scan 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: Life Scan 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: Life Scan 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: Life Scan management will receive any accident or damage reports and report them directly to Life Scan and the City.
6) Contractor will maintain Records Confidentiality and Security: Life Scan will maintain patient records on a secure facility at the corporate headquarters. Life Scan will store all patient records in a secure facility in their corporate

office with access limited to authorized Life Scan employees. Life Scan 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 Life Scan 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 3-4 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 Life Scan Wellness.

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

E. Life Scan Wellness equipment maintenance will be performed by Life Scan Wellness and will be kept clean and sanitized. All equipment will be kept in optimal working order or repaired/replaced within a reasonable time frame. Life Scan Wellness 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 Life Scan Wellness. The equipment is portable and easily set up by the Life Scan Wellness 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: Terason
2) EKG Stress Units: Welch Allyn, Laptop computer based

3) Audiometry Equipment: Welch Allyn audiometer (soundproof booth not included)

H. Contractor will schedule services as approved by the City
1) Each physical exam will require approximately 3 hours.
2) Three (3) patients will rotate between the three (3) components of the physical (ultrasound, Physical, and cardiopulmonary/fitness).
3) Contractor will schedule Blood Draws 2-5 weeks prior to physicals
   a) On-site at location(s) provided by the City
   b) Properly licensed LabCorp Patient Services Centers will provide services.
   c) Phlebotomists will be certified technicians.

4. Reporting

A. Contractor will provide employees copies of his Life Scan examination and test results on the day of their Life Scan 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 TB, 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 based on the services provided the month just completed. 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 in the following tables:

MOBILE FIRE DEPARTMENT ***Life Scan Wellness Centers 2020*** ***Physical Exam***	***$345.00***
Hands-On Physical Exam per NFPA 1582	
Vision Exam (Titmus)	
Occupational Hearing Exam	
Behavioral Health and Sleep Assessment Screenings	
Personal Consultation with review of testing results	
Cardiopulmonary Assessment	
Echocardiogram (Heart Ultrasound)	
Resting EKG	
Treadmill Stress Test with EKG	
Carotid Arteries Ultrasound	
Aortic Aneurysm Ultrasound	
Pulmonary Function Test	
Blood Tests	
Urinalysis	
Lipid Panel	
Diabetes Tests (Hemoglobin A1C and Glucose)	
Complete Blood Count	
Comprehensive Metabolic Panel	
Thyroid Panel	
Testosterone (men)	
Fitness Evaluation (NFPA 1583 ~WFI Guidelines)	
Muscular Strength and Endurance Evaluation	
Aerobic Endurance Evaluation (VO2 Max Calc)	
Flexibility Evaluation	
Nutrition and Diet Recommendations	
Personal Fitness Recommendations	
Body Weight and Composition	

Life Scan Wellness Centers 2020 ***Cancer Screenings***	***$205.00***
Thyroid Ultrasound	
Liver, Pancreas, Gall Bladder, Spleen, & Kidney Ultrasounds	
Bladder Ultrasound	
Pelvic Ultrasound for Women (external)	
Prostate and Testicular Ultrasound for Men	
PSA Prostate Cancer Screening (Men)	
CA 125 Ovarian Cancer Screening (Women)	
Hemoccult (Colon Cancer Screening)	
Skin Cancer Screening	

Life Scan Wellness Centers 2020 ***Vaccines/Infectious Disease***	
QuantiFeron Gold TB Blood Test	***$ 65.00***
Hepatitis B Titer	***$25.00***
Hepatitis B Screening (Optional If not immune)	***$50.00***
Hepatitis B Vaccine (Shot 1 of the 3 shot series)	***$60.00***
Tetnus Titer	***$30.00***
Tdap Vaccine	***$30.00***

7. Additional clauses for compliance with federal grant funding.

A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

B. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

C. NON-DEBARMENT CERTIFICATION. Contractor certifies that it, 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.

D. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This 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.

E. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(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) The contractor will include the provisions of paragraphs (1) through (8) 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.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT
Bid awardee 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).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)
Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

9. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making 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;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

EXHIBIT B

INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/11/2020

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

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

PRODUCER
O. E. Wilson Insurance, Inc.
1475 Belcher Rd S
Largo FL 33771

CONTACT NAME: Cinda Groves
PHONE (A/C, No, Ext): (727) 535-0524 **FAX (A/C, No):** (727) 536-9828
E-MAIL ADDRESS: cinda@oewilson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto-Owners Insurance Company	18988
INSURER B : Admiral Insurance Company	24856
INSURER C : Transportation Insurance Company	12408
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Life Extension Clinics,Inc. DBA Life Scan Wellness Centers
1011 N. Macdill Ave
Tampa FL 33607

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	062312-20690745	11/10/2019	11/10/2020	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
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	4159162800	09/18/2019	09/18/2020	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	41-591-628-01	11/10/2019	11/10/2020	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	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	WC 6 56600287	11/29/2019	11/29/2020	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
B	Medical Professional Liability Retroactive Date: 5/31/2001			EO000037691-03	05/31/2019	05/31/2020	2,000,000 2,000,000	Aggregate Each Claim

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

Certificate holder is additional insured on the general liability with respect to work performed by insured.

Medical Professional Liability Additional Coverages:
Sexual Abuse $1,000,000 Each Claim/$1,000,000 Aggregate
Network Security & Data Privacy Liability $1,000,000 Each Claim/$1,000,000 Aggregate

CERTIFICATE HOLDER
City of Mobile
Mobile Fire-Rescue Department
701 Saint Francis St
Mobile, AL 36602

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

AUTHORIZED REPRESENTATIVE <SK>

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AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Professional Services Contract with MELT, LLC

Amount of Contract:
$60,000

Effective Date of Contract:
5/23/2023

Funding Source

Project # Professional Services Contract with MELT, LLC
Discretionary Funds n/a

Project String C0859
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 Professional Services Contract	Resolution Letter	5/11/2023
Capital Contract Summary Sheet	Backup Material	5/11/2023
Executed contract	Cover Memo	5/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	5/11/2023 - 2:25 PM

Legal	Kern, Chris	Approved	5/11/2023 - 2:49 PM
Capital	Rhodes, Brenda	Approved	5/11/2023 - 1:55 PM
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 3:16 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Professional Services Contract between the City of Mobile and MELT, LLC, attached hereto or one substantially similar, and made a part hereof, as though set forth in full, and to take such further action necessary to effectuate the Contract. A copy of said Professional Services Contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D008\P006\00116324.doc

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MELT, LLC

PROJECT # 859 C0859 **DATE OF RECEIPT** 05/11/2023

PROJECT DESCRIPTION Professional Services Contract with City of Mobile and MELT, LLC

CONTRACT AMOUNT $60,000

VENDOR NAME MELT, LLC

VENDOR NUMBER

DEPT # 3000 **DEPT NAME** Public Works

CONTRACT ADMINISTRATOR Jim DeLapp

Please Select by circling one (Type):

Architectural Engineering Testing (Professional Services)

Construction (Unit Price)* Construction** Non Contractual

Performance-Contributed 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: Becky Barfield **Date** 05/11/2023

Revised 11/14/2019 Marilyn McMillan

STATE OF ALABAMA
COUNTY OF MOBILE

PROFESSIONAL SERVICES CONTRACT

This PROFESSIONAL SERVICES CONTRACT ("Agreement") is made and entered into this __ day of April, 2023, between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (the "City"), and MELT, LLC ("Contractor"), as follows:

WHEREAS, the City desires to engage Contractor to provide services to secure financial and sponsorship partnerships with the City for renovations of the Mobile Civic Center; and

WHEREAS, the City has determined that Contractor's services for development of strategies, targets, and proposals to obtain financial and corporate sponsorships are uniquely and best qualified, and Contractor has agreed to provide such services for the City.

WITNESSETH, that the City and Contractor, 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 and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it will perform the services outlined and defined in the Statement of Work, designated Exhibit A, which is attached and incorporated herein. Contractor will provide a dedicated account management, database management, research, and graphic design team to provide and manage the services herein.

The City will assign one or more executives as day-to-day point persons for contact and communications with Contractor. Contractor will work with the internal City executive team and related entities and parties for alignment and agreement with financial and sponsorship targets. Contractor will gain agreement and alignment on all pricing and terms from the internal City constituencies.

II. COMPENSATION

For the services rendered herein during the term of this Agreement, the City agrees to pay Contractor a Monthly Agency of Record Fee of Thirty Thousand and No/100 Dollars ($30,000). The City will reimburse Contractor for approved expenses and travel. Expense reimbursement shall not exceed $60,000.00 (Sixty Thousand and no/100 dollars) per twelve-month period. Furthermore, City agrees to pay Contractor for services rendered herein as follows:

For every sponsorship Contractor secures for the Arena, City agrees to pay Contractor a fee equal to fifteen percent (15%) of the value of the sponsorship **for the life of the sponsorship**. Said fee shall be paid to Contractor annually.

For every financial commitment **during the term of this Agreement** from a content provider that Contractor originates, City agrees to pay Contractor a fee equal to seven percent (7%) of the value of the financial commitment. In such cases where Contractor secures a financial commitment **during the term of this Agreement** from a content provider that is originated by City, City will pay to Contractor a fee equal to two percent (2%) of the value of the financial commitment.

Payment for services and reimbursement of expenses will result from submission of an invoice by Contractor to City Accounting Department. Said invoice shall provide an activity report of services performed under the agreement for the period for which payment is requested, and an itemization of expenses with receipts.

For any event, provider or mixed-use developer originated by Contractor, Contractor reserves, and City authorizes, the right to negotiate with said party to receive a percentage of the value of the financial commitment **secured during the term of this Agreement**.

III. TERM OF AGREEMENT

The term of this agreement is four years. Services to be provided herein will commence on March 30, 2023, and will be continuous until March 30, 2027, unless terminated as hereinafter provided.

GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the services provided herein.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of Contractor and will not be liable for any debts or obligations incurred by Contractor, nor will the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor will 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.

C. Contractor, in the performance of its operations and obligations hereunder, is not to be deemed to be an agent of the City but an independent contractor in every respect and will take all steps at its own expense, as the City may from time to time request, to indicate that it is an independent contractor. The 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.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for the City's having entered into this Agreement. Therefore, Contractor will not transfer or assign this Agreement or any of the rights or privileges granted herein without the

prior written consent of the City; which such consent will be granted or derived solely at the City's discretion. Contractor will perform all professional services under this Agreement with the professional skill and care ordinarily provided by a competent 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 professional.

D. Contractor will maintain a general liability policy of insurance in a minimum amount of $1,000,000.00 at all times during the term of this contract, naming the City as an additional insured. Contractor will deliver to the City a certificate of insurance evidencing said coverage.

E. Contractor will indemnify and hold harmless the City and its elected officials and employees from and against any claims, damages, losses and expenses, including, but not limited to attorney fees, arising out of or resulting from the services provided in this Agreement. Notwithstanding, in no event will the City's liability hereunder exceed the amounts recoverable as damages under § 11-93-2 of the *Code of Alabama*, and nothing contained in this Agreement will be deemed to constitute a waiver by the City of the statutory limit on damages available to municipalities, counties or other governmental entities.

F. 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.

G. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or 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 will 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.

H. All notices, requests, demands or other communications will be in writing and duly delivered to the following address for City at:

City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

And to Contractor at:

MELT, LLC
3535 Peachtree Road NE
Suite 320
Atlanta, GA 30326

With Copy to:

Davidson, Davidson, Umbach & Forbus, LLC
Attn: Patrick C. Davidson, Esq.
310 Samford Village Court, Ste 200
Auburn, AL 36830

I. This Agreement is the final expression of the agreement between the City and Contractor, and the complete and exclusive statement of the terms agreed upon, and supersedes all prior negotiations, understanding or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein. To the extent any provisions of Exhibit A attached are in conflict or inconsistent with a provision of this agreement, that provision of this Agreement will govern.

J. This Agreement is be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement is Mobile County, Alabama.

K. Contractor agrees that it will comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012491, 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 will be evidenced by Contractor's documentation of enrollment in the E-Verify Program. By signing this Agreement, the City and Contractor 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 with the State of Alabama. Furthermore, either party found to be in violation of this provision will be deemed in breach of this Agreement and will be responsible for all damages resulting therefrom.

L. All right, title and interest in and to the work products provided by Contractor to the City will be the property of the City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product will remain the property of the Contractor.

M. Contractor agrees it is not currently engaged in, and will not engage in, the boycott of any person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

N. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement will constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement will be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party will be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

O. This Agreement may be terminated by the either Party at any time by submitting a written notice to the other Party at least thirty (30) days in advance of the date on which this Agreement is to be terminated. Upon such termination, Contractor will 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. Contractor shall be entitled to collect on relationships identified by Contractor prior to termination that are closed by City after termination of this Agreement to the same extent as if they had been closed before termination.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF MOBILE, a municipal corporation

By:_____
William S. Stimpson, Mayor

ATTEST:

_____
City Clerk

CONTRACTOR: MELT, LLC

By:_____
Its: Chief Executive Officer

STATE of _____)
COUNTY of _____)

I, the undersigned authority in and for said county in said province, hereby certify that Vince Thompson, whose name as Chief Executive Officer for MELT, LLC, and 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, he in his capacity as such officer, 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 and official seal of office this the ___ day of _____, 2023.

_____
Notary Public
My Commission Expires: _____

EXHIBIT A

Statement of Work

I. Summary

This Statement of Work ("SOW") identifies the services that MELT, LLC ("Contractor") will perform for the City of Mobile, Alabama ("the City"). This SOW is an attachment to, effective as of, and governed by the Professional Services Contract ("Agreement") by and between the parties. Contractor will pursue the development of strategies, targets, and proposals for securing financial and corporate sponsorships on behalf of the City for the renovation of The Mobile Civic Center. This SOW outlines the proposed financial and sponsorship targets and timelines for these efforts.

II. Objectives and Goals

1. Secure one (1) financial partner from a major content provider.

2. Secure one (1) financial partner from a mixed-use developer.

3. Secure one (1) financial partner from a banking or financial institution.

4. Secure one title sponsor for either The Arena or Complex for ten (10) years at a minimum of $500,000 to $1,000,000 per year (i.e. $10,000,000 to $20,000,000 total)

5. Secure at least ten (10) category sponsors for ten (10) years at a minimum of $500,000 to $1,000,000 per year ($5,000,000 to $10,000,000 total). Contributions can be cash or Value in Kind.

6. Secure at least three (3) long-term commitments for events, activities, and meetings.

III. Services to be Provided by Contractor

1. Develop a master target list of financial partners, sponsors and investors.

    a. Priority of targets include companies that can provide and assist in delivering content, programming, and possibly mixed-use development. Content targets include Live Nation, AEG, and Oak View Group.

    b. Second priority of targets include real estate and financial partners, including Regions, Simon, Jamestown, Bayer Properties, T. Dallas Smith, Daniel Realty, and AJ Capital.

c. Third priority of targets include those who have ties with the State of Alabama, including RSA and Poarch Band of Creek Indians.

d. Sports and Entertainment targets include Liberty Media, Kroenke Sports and Entertainment, Silver Lake, Bruin Capital, Roc Nation, Garth Brooks, Jimmy Buffet, and Endeavor.

2. Develop a master target list of sponsors.

   a. The focus is on Alabama-related companies and national companies. Sponsorship agreements will be priced at ten years. The following companies are included as sponsorship targets:

- Airbus
- Alabama Power
- Alfa Insurance
- Anheuser-Busch
- AT&T
- Verizon
- T-Mobile
- Xfinity/Comcast
- C Spire
- Carnival
- Coca-Cola United
- Conecuh Sausage
- Delta Airlines
- Evonik Industries
- Honda Motor Co.
- Mercedes-Benz
- Novelis
- Outokumpu
- Regions Bank
- YellaWood

Other regional and national targets will be considered and identified.

3. Develop sales materials and pitches for financial and sponsorship presentations.

4. Coordinate and schedule meetings and pitches to potential targets.

5. Coordinate with the Mayor and other City departments for on-site pitches and meetings.

6. Travel to and deliver other pitches to target prospects.

7. Maintain a master tracker and calendar of proposed meetings and pitches.

8. Conduct monthly meetings to update the City and related parties on status of financial and sponsorship targets.

9. The Monthly Agency of Record fee shall be paid to Davidson, Davidson, Umbach & Forbus, LLC. Contractor shall invoice City directly for any expenses and travel and City shall pay such invoices directly to Contractor.

10. For all sponsorships, events, content providers or mixed-use developers secured, Contractor will handle invoicing and collection according to the terms of the agreement. Contractor will remit to the City all funds, minus any agreed upon percentage due Contractor.

IV. Other Matters

1. Contractor will work with Populous and related entities to integrate design and input from financial, content, and sponsorship properties as needed and required and to develop a master inventory and asset list. Contractor will work closely with Populous to ensure integration of all needs and demands of target financial and sponsorship partners.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:
Ricardo Woods, City Attorney

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
resolution	Cover Memo	5/12/2023
MOU	Cover Memo	5/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/12/2023 - 10:30 AM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Memorandum of Understanding between the City of Mobile and the City of Semmes, and to perform all acts necessary in connection with the Memorandum of Understanding, as outlined in the Memorandum of Understanding attached hereto and made a part hereof as though set forth in full. A copy of said Memorandum of Understanding is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D012\P005\00116437.doc

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the CITY OF MOBILE (hereinafter "MOBILE") and the CITY OF SEMMES (hereinafter "SEMMES") on this 15 day of May, 2023.

WHEREAS, MOBILE is presently moving forward with scheduling elections on the question of whether the qualified electors residing within certain described territory, which is contiguous to the city limits of MOBILE, desire to annex into Mobile, pursuant to and in accordance with Title 11, Chapter 42, Article 3 of the Code of Alabama; and

WHEREAS, SEMMES has taken action to annex certain properties adjacent to Schillinger Road and has expressed a desire to annex additional properties that are located adjacent to Schilllinger Road; and,

WHEREAS, MOBILE and SEMMES have reached a mutually acceptable agreement wherein MOBILE agrees to take action through a Resolution adopted pursuant to section 11-42-21(c) of the Code of Alabama to assent to the annexation by SEMMES of certain properties that are located in the overlapping police jurisdictions of both cities, and SEMMES agrees to not take any action to annex properties that are located within the police jurisdiction of MOBILE or the overlapping portions of the police jurisdiction of both MOBILE and SEMMES until the elections that MOBILE is presently working to schedule have been conducted and the results finally certified by the Judge of Probate pursuant to and in accordance with Title 11, Chapter 42, Article 3 of the Code of Alabama; and,

accepting the annexation of any properties as described herein) to annex properties that are located within the police jurisdiction of MOBILE or the overlapping portions of the police jurisdiction of both MOBILE and SEMMES until the elections that MOBILE is presently working to have scheduled have been conducted and the results finally certified by the Judge of Probate pursuant to and in accordance with Title 11, Chapter 42, Article 3 of the Code of Alabama.

3. This Memorandum of Understanding shall be in effect from the date it is signed by both parties until the elections that MOBILE is presently working to have scheduled have been conducted and the results finally certified by the Judge of Probate pursuant to and in accordance with Title 11, Chapter 42, Article 3 of the Code of Alabama, or November 1, 2023, whichever occurs first. This term may be extended by written mutual agreement signed by both parties.

4. This Memorandum of Understanding may be amended or modified at any time by written mutual agreement signed by both parties.

5. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Alabama.

6. This Memorandum of Understanding constitutes the entire understanding of the parties pertaining to the matters contemplated hereunder.

AGREED and ACKNOWLEDGED:

CITY OF MOBILE

By: _____

its: _____

Date: _____

Attest: Heather Davis
City Clerk
5/15/2023

CITY OF SEMMES

By: _____

Its: Mayor

Date: 5/15/2023



AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/26/2023 - 11:46 AM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Africatown Freedom Tours, LLC for a Certificate of Public Convenience and Necessity to operate a bus service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Africatown Freedom Tours, LLC to operate a bus service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on May 16, 2023, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

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 resolution 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 resolution.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Lamar Howard individually or on behalf of Africa Town Freedom Tours L.L.C., hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Lamar Howard - Africa Town Freedom Tours, LLC

Business Address: 1019 Center St Mobile AL 36610

Telephone: 251-374-6767 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address: _____

Address City State Zip code

Telephone Number: 251-648-4188 Driver's License #: _____

Residing in Mobile County: Years: 45 Months: _____

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: 1019 Center St Mobile AL 36610
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Lamar Howard	owner		

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
none				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒ Bus.

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 3/4 days a week, 6hrs a day

How many vehicles (carriages) do you intend to operate? 2
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Ford F550	Year: 2000	Model: F550
Make: Blue Bird	Year: 2001	Model: Blue 0015
Make:	Year:	Model:

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Lamar Howard
Applicant's Signature

NAME OF ENTITY:

Africa Town Freedom Tours LLC

By: Lamar Howard
Its Owner.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 24th **DAY OF** April, **20** 23

Shamirra Dena Robinson
Notary Public

STATE OF ALABAMA NOTARY PUBLIC
SHAMIRRA DENA ROBINSON
My Commission Expires
April 21, 2026

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Lamar Howard

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'9

Weight: 195

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Lamar Howard

Signature

3-23-2023

Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Lamar Howard

Date of Birth: _____ Security #: _____

Present Address _____

Home Phone Number: _____ Work Phone Number: 251 374-6767

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Self

Present Position/Title: Owner

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature

3-23-2023
Date Signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	HOWARD, LAMAR		
Address:		**Nick Name:**	
Phone:	___-___-____		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	45
Weight:	185	**Eyes:**	BROWN
Height:	5'09"	**Facial:**	
Hair:	BLACK	**Ethnic:**	
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #**	**DL Type:**	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:

NO RECORD

CHECKED BY: D. Debberre

DATE: 4/24/2023

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

033489-0004 DONNA B. 04/24/2023 11:48AM

MISCELLANEOUS

Description: RECORDS	
CHECK (PDF007)	
2023 Item: PDF007	
1 @ 15.00	15.00
Payment Id: 513939	
	15.00
Subtotal	**15.00**
TP CC FEE	5.00
Total	**20.00**
PD RECORDS CC	20.00
**********3952	
Ref=f355806c-d8ec-41cd-a04e-b82bbf58d091	
Auth=570930	
Change due	**0.00**

Paid by: LAMAR HOWARD

Thank you for your payment

CUSTOMER COPY

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Brittany Hill

Amount of Contract:

n/a

Effective Date of Contract:

5/23/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Hill

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 - Hill	Resolution Letter	5/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	5/11/2023 - 9:40 AM
			5/11/2023 - 9:45

Legal	Kern, Chris	Approved	5/11/2023 - 2:51 AM
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 2:51 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 Brittany Hill, 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\D009\P005\00116342.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Quincey Myers

Amount of Contract:

n/a

Effective Date of Contract:

5/23/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Myers

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 - Myers	Resolution Letter	5/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	5/11/2023 - 9:36 AM
			5/11/2023 - 9:45

Legal	Kern, Chris	Approved	AM
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 2:51 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 Quincey Myers, 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\D009\P005\00116339.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
1	Cover Memo	4/25/2023
voluntary use restrictions	Cover Memo	4/25/2023
2	Cover Memo	4/25/2023
3	Cover Memo	4/25/2023
4	Cover Memo	4/25/2023
5	Cover Memo	4/25/2023
6	Cover Memo	4/25/2023
ordinance	Cover Memo	4/26/2023
notice	Cover Memo	4/26/2023
synopsis	Cover Memo	4/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/25/2023 - 10:04 AM

41-484

2023

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

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 1260 Government St. (see Exhibit A) (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property as a condition of the rezoning:

See Exhibit B attached hereto.

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The above stated conditions, covenants and restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the rezoning.

Owner Signature _____ Date _____

Applicant Signature _____ Date _____

STATE OF ALABAMA

COUNTY OF MOBILE

CITY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Stephen Griffith whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date. Given under my and official seal this the _____ day of April, 2023.

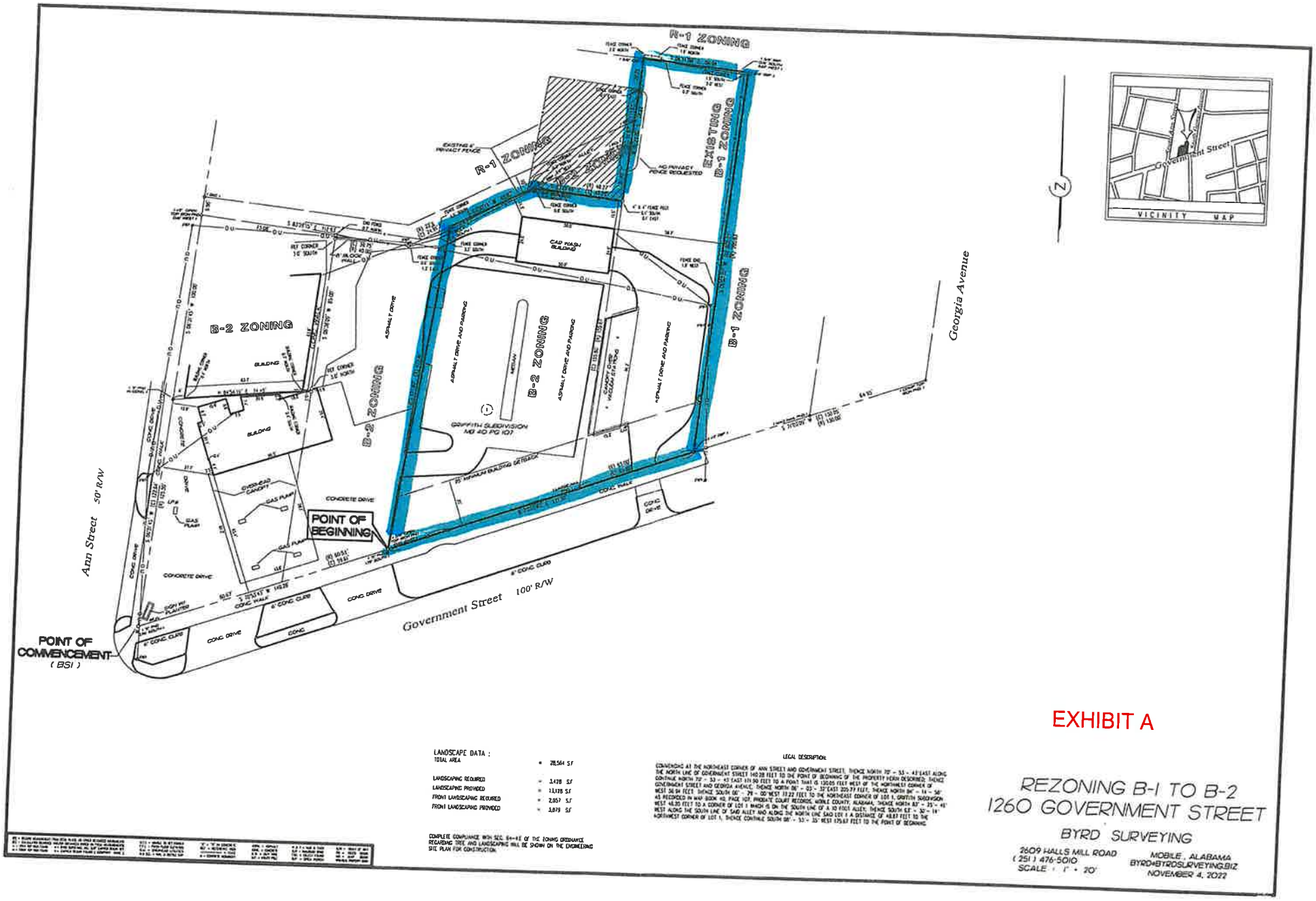
_____
Notary Public

My commission expires: _____

AGREED DEED RESTRICTIONS

- Armory (Private)
- Correctional Facilities (Private)
- Emergency Response Facility (Private)
- Social Assistance, Welfare and Charitable Services
- Community Residence (Less than 5 persons)
- Community Residence (5 or more persons)
- Community Residence Transitional (Less than 5 persons)
- Community Residence Transitional (More than 5 persons)
- Fraternity or Sorority Dorms
- Emergency Refuge
- Emergency Shelter
- Foster Care Adult/Child
- Life Care or Continuing Services
- Rooming and Boarding
- Hotel/Motel
- Recreational Vehicle Park
- Short Term Rentals
- Retirement Home/Elderly Housing
- Oil and Gas Company (Drilling)
- Hospital
- Appliance Repair Services
- Bail Bond Services
- Building Maintenance Services
- Animal Services (Indoor and Outdoor)
- Adult Entertainment
- Civic Space
- Cultural Facility
- Entertainment Facility of Event Venue
- Night Club
- Recreational Facility (Indoor and Outdoor)
- Youth Organization Camp
- Club or Lodge (public or private)
- Religious Facility
- Truck Stop
- Truck Repair (Trucks with more than six wheels)
- Broadcast Transmission Facility

EXHIBIT B


R-1 ZONING
EXISTING B-1 ZONING
B-2 ZONING
B-1 ZONING
Georgia Avenue
Ann Street 50' R/W
Government Street 100' R/W
POINT OF BEGINNING
POINT OF COMMENCEMENT
(BSI)
GRIFFITH SUBDIVISION MB 40 PG 107
VICINITY MAP
EXHIBIT A
REZONING B-1 TO B-2
1260 GOVERNMENT STREET
BYRD SURVEYING
2609 HALLS MILL ROAD
(251) 476-5010
MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
SCALE : 1" = 20'
NOVEMBER 4, 2022
LANDSCAPE DATA :
TOTAL AREA = 28,564 SF
LANDSCAPING REQUIRED = 3,428 SF
LANDSCAPING PROVIDED = 1,378 SF
FRONT LANDSCAPING REQUIRED = 2,057 SF
FRONT LANDSCAPING PROVIDED = 3,879 SF
COMPLETE COMPLIANCE WITH SEC. 64-4.E OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE ENGINEERING SITE PLAN FOR CONSTRUCTION.
LEGAL DESCRIPTION

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 27, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of March 16, 2023 considered the request of **Griffith Shell (Gerald Byrd, Agent)** for a change in zoning from **B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District** for the property located at the **North side of Government Street, 140'± East of South Ann Street.**

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; 2) full compliance with all municipal codes and ordinances; and 3) compliance with the Voluntary Conditions & Use Restrictions submitted by the applicant.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

VOLUNTARY CONDITIONS AND USE RESTRICTIONS

I, the undersigned, as the owner of the property located at the **North side of Government Street, 140'± East of South Ann Street**, more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

Armory (Private); Emergency Response Facility (Private); Social Assistance, Welfare and Charitable Services; Community Residence (Less than 5 persons); Community Residence (5 or more persons); Community Residence Transitional (Less than 5 persons); Community Residence Transitional (More than 5 persons); Fraternity or Sorority Dorms; Emergency Refuge; Emergency Shelter; Foster Care, Adult/Child; Life Care or Continuing Services; Rooming and Boarding; Short Term Rentals; Motel/Hotel; Recreational Vehicle Park; Retirement Home/Elderly Housing; Bail Bond Services; Adult Entertainment; Entertainment Facility of Event Venue; Recreational Facility (Indoor and Outdoor); Youth Organization Camp; Hardware/Home Improvement Stores and Building Materials > 30,000 sf; Oil and Gas Company (Drilling); Hospital; Appliance Repair Services; Building Maintenance Services; Animal Services (Indoor and Outdoor); Civic Space; Cultural Facility; Religious Facility; Broadcast Transmission Facility; Alternative Financial Service Provider; Automated Teller Machine - Free Standing Drive Up; Liquor Store; Heliport/Miscellaneous Air Transportation; Parking Facility; Transit Shelter; Truck Stop; Truck Repair; Machinery and Equipment Rental and Leasing; Utility, Not Within a Structure; Correctional Facilities (private); Club or Lodge; Nightclub.

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:
N/A

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the rezoning.

Owner Signature * **/S M Griffith/, 1/24/2023***

Applicant Signature * **/S M Griffith/, 1/24/2023***

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 17, 2023

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

Re: **North side of Government Street, 140'± East of South Ann Street**
Council District 2
ZON-002273-2022 (Rezoning)
Griffith Shell (Gerald Byrd, Agent)
Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

At its meeting on March 16, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a) **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1) **completion of the Subdivision process;**
2) **full compliance with all municipal codes and ordinances; and**
3) **compliance with the Voluntary Conditions & Use Restrictions submitted by the applicant.**

The advertising fee for this application based on the current legal description is $466.64 Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

COMMENCING AT THE NORTHEAST CORNER OF ANN STREET AND GOVERNMENT STREET; THENCE NORTH 70° - 53' - 43" EAST ALONG THE NORTH LINE OF GOVERNMENT STREET 140.28 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 70° - 53' - 43" EAST 171.90 FEET TO A POINT THAT IS 130.05 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT STREET AND GEORGIA AVENUE; THENCE NORTH 06° - 03' - 32" EAST 205.77 FEET; THENCE NORTH 84° - 14' - 58" WEST 56.94 FEET; THENCE SOUTH 06° - 29' - 00" WEST 77.22 FEET TO THE NORTHEAST CORNER OF LOT 1, GRIFFITH SUBDIVISION AS RECORDED IN MAP BOOK 40, PAGE 107, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 83° - 25' - 46" WEST 48.20 FEET TO A CORNER OF LOT 1 WHICH IS ON THE SOUTH LINE OF A 10 FOOT ALLEY; THENCE SOUTH 63° - 30' - 14" WEST ALONG THE SOUTH LINE OF SAID ALLEY AND ALONG THE NORTH LINE SAID LOT 1 A DISTANCE OF 48.87 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE SOUTH 08° - 53' - 35" WEST 175.67 FEET TO THE POINT OF BEGINNING.

Online Comments received for PC – March 16, 2023

Agenda #02 SUB-002272-2022 (Subdivision) / PUD-002274-2022 (Planned Unit Development) / ZON-002273-2022 (Rezoning)
Griffith Subdivision Addition to / Griffith Shell (1260 & 1262 Government Street) / Griffith Shell (Gerald Byrd, Agent)

Michael Gewin
megewin52@gmail.com
131 Silverwood St
2023-03-13 19:36:13
I am opposed to "up-zoning" the Griffith Shell property at the corner of Ann and Government. Slowly but surely bit-by-bit like water wearing away a mountain incremental zoning changes such as the ones requested by Griffith will ultimately lead to the destruction of Government Street and turn it into just another ugly thorough fare. You need look no further that Springhill Avenue at its intersection with Broad Street to see what happens when businesses are allowed to run amok. Government has already suffered enough what with gas stations (at least one garishly painted) fast-food restaurants wig shops laundromats and non-descript office buildings. We should be working to elicit "oohs & ahs" from tourists as they drive down one of our main boulevards into downtown. Instead I suspect the reaction to much of Government is to ask "how in the world was that allowed to be built." Creating a truck parking lot on Government won't help the situation. I urge you not to approve Griffith's request.

Marie Dyson
mnosyd@comcast.net
203 S. Dearborn St. Mobile Alabama 36602
2023-03-15 16:48:01
Recommend denial of the application. Any voluntary use restrictions approved as part of this rezoning application should apply to all parcels not just the two on the East edge. There are restrictions of use agreed upon by the applicant and surrounding neighbors but there are restrictions not agreed upon by the applicant. This leaves the door wide open for allowing the type of commercial development that does not fit nor benefit the historic districts and the neighbors surrounding this site that will be most affected. The applicant needs to be more transparent about what is planned for the site.

Bill Boswell
bill@JRICHARDGENTRY.COM
1609 GOVERNMENT STREET
2023-03-15 17:07:36
The application for up-zoning does not meet any of the requirements for a zoning change as stipulated in Section 64-9 of the Zoning Ordinance. Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound stable and desirable development. While changes to the Ordinance are anticipated as the city grows the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; (There is no manifest error in the Ordinance)2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; (There

are no changing conditions in the area that make a change of the Ordinance necessary and desirable)3) there is a need to increase the number of sites available to business or industry; or (As can be evidenced by the number of vacate strip malls and failed drug stores etc on Government Street there is no need to increase sits available to business or industry) 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable. (This is the requirement that is used by the staff to justify the up-zoning in establishing the Subdivision. However based on what the Griffiths state they want to do with the property which is to run a car wash already located and approved by an earlier variance the reclassification of the zoning is not necessary to that end. The question arises how is it desirable and for whom is it desirable? Certainly it is not desirable for the neighborhood.) The purpose of Zoning law is to give stability and structure to a neighborhood and location. When persons purchase property in a location they basically are purchasing the property with an understanding of the current zoning requirements for the parcel they are purchasing and for the neighboring parcels of properties. A rational and informed buyer would not buy a property that could have its zoning changed at the drop of a hat or the whim of a government entity. The property they purchase is not just the land and the building but the zoning contract that goes with it and the assurance that an adjacent property could not overnight become a burden or negative economic externality to their property and/or quality of life. To illustrate how an inappropriate un-zoning could negatively impact a neighborhood let us put forward two scenarios of two couples who represent the residents of a neighborhood. One is an older couple who purchased their home 30 or 40 years ago in a nice established neighborhood and now are looking to sell their home to downsize retire and move. They expect after living in the home for decades raising a family maintaining and improving their home to be able to sell their home and benefit financially from that sale. This is the American Dream. The Second a young couple just starting out purchase a home in that same neighborhood just a few years ago thinking they would be there a few years as their careers and family situations change. Their home is their largest investment and something they see as a stable investment and like so many have that American Dream to be able to sell at some point making a nice return on their investment and move up. Then all of a sudden the neighborhood is confronted with a zoning change brought on by an established business that is failing and wants to expand and change the type of business they conduct or sell or lease their property to the highest bidder if they can up zone to allow more intense uses. This threatens the future of the established historic neighborhood but so be it the owner of the business does not live there and frankly does not care. If the zoning goes through the older couple either is unable to sell or has to sell at a much lower price. The young couple who had hopes of a bigger home and in another neighborhood find the value of their home has dropped. The decision on the zoning will decide what is more important the selfish interest of the business that inflicts burdens and cost on the neighborhood or the security and stability of the neighborhood for the residents. There can be no stability or security when zoning laws can be arbitrarily changed to support one person or one business over the rights and wishes of a plurality of residents. History is at the heart and soul of Mobile. It is a complicated diverse history but an important part of the lives of every Mobilian. The physical icons of our history are our neighborhoods that are filled with historic homes and beautiful streets. These neighborhoods make Mobile different from most other cities. Visitors from other parts of the country and the world come here and are surprised by the inventory of historic homes and neighborhoods marveling at their beauty and many end up living here. They do not visit here or move here to go to a car wash or to rent a truck or to eat at a drive-thru fast food restaurant or to buy a beer at 16 pump gas station with a neon-lighted convenience store. They come here and live here because of the charm of the extraordinary homes the tree lined streets the consequential history that emanates in our neighborhoods and the people who live in those neighborhoods. Government Street is a street that deserves protecting it is a life that deserves to be preserved for the future generations. If we lose it we lose our soul our heart our history. The neighborhoods have attempted to work with the Griffiths to achieve a list of uses for the property that would benefit the owners and the neighborhood. But as sighted in the Staff report there is disagreement

on several uses the Griffiths refuse to exclude. The burden these uses would inflict upon the neighborhood strikes at the very purpose and goal of good zoning law. Appropriate development is desirable and necessary. The neighborhoods are not opposed to development per se it is the nature of the development that is of concern. There are appropriate and desirable uses of the Griffith property but to rezone a property without knowing what use will ultimately become the reality is flirting with disaster. It is for these reasons and many more that the neighborhoods oppose this application and respectfully request that it be denied. Bill Boswell Government Street Collaborative

Barbara Caddell
barbara.caddell@gmail.com
1321 Dauphin St.
2023-03-15 21:10:33

March 15 2023Dear Commissioners As a property owner in the Old Dauphinway Historic district I am writing in opposition to Agenda Item #2 (SUB002272-2022 PUD-002274-2022 and ZON-002273-2022) the application by Griffith Shell for a PUD subdivision and Up-Zoning of land. Griffith Shell's current operations include a filling station auto repair with adjacent storage yard a defunct carwash a convenience store and a truck rental and repair business. Many of these activities are in violation of the current zoning regulations. The zoning ordinance requires an applicant for rezoning to show manifest error a change of condition or an increased need for business sites. None are relevant here. The applicant claims rezoning is necessary to correct an error in the zoning ordinance but provides no factual information to support this claim. Contrary to the applicant's assumption that split zoning is a manifest error split zoning is not a reason per se to up-zone a property especially since the property in question is located in a mixed-use historic district with residential properties to the north east and south. In fact Government Street is designated as a Traditional Corridor on the Future Land Use Plan which is by definition a mixed-use environment. The comprehensive plan emphasizes moderately scaled small businesses and residences that highlight historic structures and connect to downtown. Expanding B2 zoning as envisaged by this application will destroy the vision of small-scale mixed-use developments and encourage the continuation of non-conforming activities. When the station was built in 1959 it was zoned C-1 (community business) a similar designation to the current one. Neighbors are not opposed to having a service station and have patronized this station for years. We do object to expanding its nonconforming uses as well as to the lax enforcement of the terms of previous variances which create the potential for expanding uses that will harm the neighborhood if the property is up-zoned. The business has a long history of noncompliance with the zoning regulations and variances they've previously been granted. There simply is no reason to change the zoning on this property. The current zoning classifications afford the owner a wide variety of uses that would be compatible with the existing service station and the vision embodied in the Traditional Corridor designation. Respectfully Barbara Caddell 1321 Dauphin St. Mobile 36604 District

Agenda #05 SUB-SW-002404-2023
Pratt Thomas

William Guess
wguess@southalabama.edu
6224 Southridge Rd. N. Mobile AL 36693
2023-03-10 21:30:17
Hillcrest needs to be fully walkable and ADA compliant for individuals needing a safe path to travel. The sidewalk waiver should be denied.

York, Marie

From: Evan <evan.burdette@apremiercompany.com>
Sent: Wednesday, February 8, 2023 11:55 AM
To: Planning; Carroll, William
Cc: Amy Burdette; Bettie Champion
Subject: Objection to PUD-002274-2022 & ZON-002273-2022

Some people who received this message don't often get email from evan.burdette@apremiercompany.com. Learn why this is important

CAUTION: External Email

Dear Planning Commission,

I am writing to express my strong opposition to the proposed zoning change from B-1 to B2 and the accompanying zoning variance for a truck rental place at Griffith Shell. As a neighbor and property owner adjacent to the site, I have serious concerns about the impact this change and variance would have on my quality of life and my property value.

First, I am deeply concerned about the visual impact of this truck rental place on my home. The site is highly visible from both my living room and my daughter's bedroom, and I fear the constant presence of large trucks will significantly detract from my enjoyment of my property. When I purchased my home I understood that it was near a commercial area; however, the zoning was B-1 which did not allow for drive through restaurants and other higher impact commercial uses. So I felt comfortable in purchasing the home.

Now, I am worried about the potential fall in home prices in the area as a result of this proposed development. Properties near higher impact commercial and industrial sites are often valued at a lower rate, and I am concerned that the introduction of a truck rental place so close to my home will cause my property value to drop.

Finally, I am concerned about the increase in traffic that this development would bring to the area. The presence of large trucks coming and going from the site will make it more difficult for residents, like myself, to navigate the roads in the neighborhood and could even pose a safety risk.

I strongly urge you to reconsider the proposed zoning change and variance, and consider the negative impact it would have on both my quality of life and my property value.

Thank you for considering my objections.

Sincerely,

Evan Burdette
Gulf Coast Director
PREMIER APPRAISALS
7 North Royal Street
Mobile, AL 36602
C: (251) 689-5600
O: (251) 406-8876 x702
evan@apremiercompany.com
www.apremiercompany.com

York, Marie

From: Bettie Champion <championbettie@hotmail.com>
Sent: Wednesday, February 8, 2023 11:04 AM
To: Planning
Subject: Griffiths Proposed Upzoning

Some people who received this message don't often get email from championbettie@hotmail.com. Learn why this is important

CAUTION: External Email

Dear Planning Commission,
We are property owners that are adjacent to property that is involved in a Rezoning request by the owners of Griffith's Service Center. We have attended every neighborhood meeting that has been held at All Saints Episcopal Church (3 in total). Stephen and Bennet Griffith were in attendance at two of the meetings, and it is our understanding that they were not notified about the third meeting. It is also our understanding that the reason for this was that they had submitted an exclusion list to the planning commission which seemed to indicate they were finished with their negotiations with the neighbors. At no time have the Griffiths submitted to the neighbors a concrete plan of what is planned for the property. We certainly understand their right to develop their property, but we are opposed to this rezoning and their variance request in its present form. Several years ago we walked outside of our home to practically a back yard full of Budget Rental trucks. We are definitely opposed to any variance which would again allow this to happen.

Bettie and Gil Champion

116 South Georgia Avenue
Mobile, AL 36604
251-458-1570

York, Marie

From: Gary Davidson <gdav555@gmail.com>
Sent: Wednesday, February 8, 2023 8:37 AM
To: Planning
Subject: Comments on Up Zoning Request - Griffith Shell

Some people who received this message don't often get email from gdav555@gmail.com. Learn why this is important

CAUTION: External Email

Complete documentation for this Zoning Request has not yet been presented to the neighbors affected by the request. Per the UDC Chaper 64-5-4(D)(1), neighbors must be presented with documentation that describes and defines the intended use of the property by the property owners. Since the neighbors have not received such documentation, I ask that the request be held over pending the delivery to the neighbors and subsequent discussion of it in a neighborhood meeting.

Gary Davidson
164 Hannon Ave.
Mobile, AL 36604

York, Marie

From: fwr01@aol.com
Sent: Wednesday, February 8, 2023 10:10 AM
To: Planning
Subject: Griffith Shell

Some people who received this message don't often get email from fwr01@aol.com. Learn why this is important

CAUTION: External Email

I would like to voice my opposition of the up zoning of the Griffith Shell property on Government Street from B1to B2.

Thank you!

Forrest W. Raley
1556 Blair Avenue
Mobile, Alabama 36604
251-554-6938
fwr01@aol.com

York, Marie

From: Susan Thomas <susanthomas1744@comcast.net>
Sent: Tuesday, February 7, 2023 8:41 PM
To: Planning
Subject: ZON-002273-2022

Some people who received this message don't often get email from susanthomas1744@comcast.net. Learn why this is important

CAUTION: External Email

Members of the Planning Commission:

I am writing once again to request that you do not grant Griffith Shell's request to upzone their current B-1 property to B-2. The Griffiths have not disclosed what type of development they want to put on this property. The adjacent neighbors feel that many of the approved uses in a B-2 zoning would be detrimental to the historic nature of the neighborhood. Please help us save the historic integrity of the Government Street corridor!

Susan Thomas
Board Member
Old Dauphin Way Association

York, Marie

From: Jean McCutchen <peggyjeanmcc@gmail.com>
Sent: Sunday, March 12, 2023 1:25 PM
To: Planning
Subject: Up Zone of property

Some people who received this message don't often get email from peggyjeanmcc@gmail.com. Learn why this is important

CAUTION: External Email

Please protect the historical nature of our neighborhood. Please do not up zone the property at corner of Government and Ann.

Thanks!

Jean McCutchen, MBA, CPA (Retired)
Financial Consultant
251-605-2672

York, Marie

From: Ann Stafford <annmstafford@gmail.com>
Sent: Monday, March 13, 2023 3:54 PM
To: Planning
Cc: Carroll, William
Subject: Griffith Shell request

CAUTION: External Email

I am writing again to voice my opposition to the zoning changes requested by the owners of Griffith's Shell. Their request is too broad and will potentially allow for uses that are incompatible with the historic preservation of our beautiful main downtown corridor and the adjacent historic neighborhoods.

Government Street is a gem. Its beautiful trees, stately homes, churches and buildings welcome visitors and residents alike to our vibrant and vital downtown and the adjacent historic neighborhoods. For generations, the beauty of this corridor has been protected from inappropriate industrial use, ugly signs and incompatible buildings. The times those protections have been overridden resulted in businesses and buildings that stand out like a sore thumb.

I am not against growth or business, but if a business wants the privilege of operating in an historic area like Government Street, they need to be compatible with the look and feel of the area and safeguard their neighbors from intrusive noise, trash and traffic on residential streets. In order to protect our city's history and heritage, owners of historic homes must follow guidelines set forth by the City. Why would we agree to less from a business?

Please deny this permitting request and require the applicant to comeback with a more compatible request. Their request requested change is just too broad, and while the applicant's intentions may be good at this time, there is no guarantee that will not change. Furthermore, zoning changes like this can create precedent for future requests.

Mobile has a lot going for it, and not the least of that is its protection of historic spaces and neighborhoods.

Ann Moore Stafford
311 McDonald Avenue.

York, Marie

From: Susan Thomas <susanthomas1744@comcast.net>
Sent: Tuesday, March 14, 2023 9:38 AM
To: Planning
Subject: Griffith Shell Zoning Issue

Some people who received this message don't often get email from susanthomas1744@comcast.net. Learn why this is important

CAUTION: External Email

I am writing once again to ask you to please not approve the Griffith's request to upzone all of their property at Government and Ann Streets to a B-2 category. Since we have no idea what the Griffiths plan to do with this property, we, the neighbors in the Old Dauphin Way community, do not support the change in zoning. We support all of the points made by Bill Boswell and The Government Street Collaborative regarding this request.

Thank you.

Susan Thomas
Board member
Old Dauphin Way Association

York, Marie

From: Theresa Davidson <theresadavidson80@gmail.com>
Sent: Wednesday, March 15, 2023 4:33 AM
To: Planning
Subject: Griffith Shell

Some people who received this message don't often get email from theresadavidson80@gmail.com. Learn why this is important

CAUTION: External Email

Please protect our Old Dauphin Way historic neighborhood and the Government St corridor.

We have met multiple times with the Griffiths, working in good faith, and then they proceeded to submit applications and revisions without our knowledge.

What might come, in the future, to that property if changed to B2 without restrictions???

Theresa Davidson

York, Marie

From: Gary Davidson <gdav555@gmail.com>
Sent: Wednesday, March 15, 2023 9:54 AM
To: Planning
Subject: Up-zoning request for Griffiths Shell

Some people who received this message don't often get email from gdav555@gmail.com. Learn why this is important

CAUTION: External Email

The proposed request does not provide sufficient protection for current residents of nearby properties against noise and traffic hazards that could result from future uses of the Griffiths Shell property. In light of the effects on the residential character of the adjacent and proximate historic properties, please deny the up-zoning request until definite and specific uses of the property can be considered by the residents and the planning commission.

Gary Davidson
164 Hannon Ave 36604

President Chance Hall
Vice President Michelle Rogers
Vice President Karen Green
Treasurer Julie Hoagland
Secretary Susan Thomas
Secretary Mary Parker Raley

PO Box 41045 Mobile, AL 36640

Dear Planning Commission,

The Old Dauphin Way Association has had two neighborhood meetings with the Griffiths to discuss the Griffiths proposed up-zoning. At the last planning commission meeting this issue was held over in order for the Old Dauphin Way Association and the Griffiths' to have one last meeting to discuss the last few exclusions proposed by Old Dauphin Way that the Griffiths were not agreeable to. Just several days after this issue was held over and several weeks before the list was due to the planning commission, the Griffiths' submitted their list of voluntary exclusions to the Planning Commission. At this point, with the Griffith's list submitted, it became apparent that there was no longer a necessity for the additional meetings with the Griffiths as the prior ones had been needlessly quarrelsome and they made it clear their voluntary exclusion list was final.

At no point have the Griffiths satisfied the requirements of the guidelines, specifically the neighborhood meeting requirement to "provide a complete explanation and details of the proposed development which are sufficient for residents to gain an understanding of the specific application." Instead the proposed up-zoning is an ambiguous request that would allow many developments that would be a detriment to Old Dauphin Way and all of the surrounding historic neighborhoods.

The exclusions not agreed to are:

Convenience Store
Convenience Store with Gasoline Sales
Auto service
Car wash
Gasoline sales
Gasoline sales with auto service
Food sales>60,000 sf
Mobile food vender park
Restaurant drive thru
Restaurant drive in

The Griffiths also refused to give any real-world examples of these exclusions that would satisfy the "Benefits Consideration" for any adjacent neighborhoods and the "larger community's best interest and the need, benefit, or public purpose of the proposed request" in the event they changed their current site plan after the up-zoning was achieved. In the absence of examples from them, here are examples of how allowing these uses to be a part of this up-zoning could be detrimental to the neighboring communities; McDonalds, Checkers, Burger King, Tidal Wave Auto Spa, Riches Car Wash, Raceway, Speedway, Murphy's, Circle K, Sonic Drive-In, Firestone, Dollar Store, Dollar Tree, Pep Boys and many others.

The Old Dauphin Way Association does want to be clear though that they are not in opposition of anything and everything on this site. Rather, it does not agree to an ambiguous application that does not even meet the guidelines they are required to follow and that would allow possibly extremely detrimental developments on this site which would affect their property values, the surrounding historic neighborhoods, increase traffic problems at this intersection, and even later add to future blight on Government Street.

The Old Dauphin Way Association and adjacent neighborhood organizations would like to work in good faith with the Griffiths when they bring a specific project to the table for consideration like the many recent up-zoning success stories near this site have done.

Thank you,

Old Dauphin Way Association

York, Marie

From: fwr01@aol.com
Sent: Wednesday, March 15, 2023 10:34 AM
To: Planning
Subject: Griffith She'll

Some people who received this message don't often get email from fwr01@aol.com. Learn why this is important

CAUTION: External Email

Good morning, I want to voice my concerns about the zoning for the Griffith property. Old Dauphin Way has had meetings with the Griffith's and they are not clear on what the plans are for the property and do not seem to know. I do not think the budget trucks look very nice riding down our historic Government Street at all. We have lost too many historic homes and buildings and we have too many properties that now exist that do not help the aesthetic of Government Street. Please do not approve the up zoning. Q

Thank you!

Forrest W. Raley
1556 Blair Avenue
Mobile, Alabama 36604
251-554-6938
fwr01@aol.com

York, Marie

From: Barbara Caddell <barbara.caddell@gmail.com>
Sent: Wednesday, March 15, 2023 4:15 PM
To: Planning
Subject: Comment for March 16 Planning Commission Meeting

CAUTION: External Email

March 15, 2023

Dear Commissioners,

As a property owner in the Old Dauphinway Historic district, I am writing in opposition to Agenda Item #2 (SUB002272-2022, PUD-002274-2022, and ZON-002273-2022), the application by Griffith Shell for a PUD, subdivision, and Up-Zoning of land. Griffith Shell's current operations include a filling station, auto repair with adjacent storage yard, a defunct carwash, a convenience store, and a truck rental and repair business. Many of these activities are in violation of the current zoning regulations.

The zoning ordinance requires an applicant for rezoning to show manifest error, a change of condition, or an increased need for business sites. None are relevant here. The applicant claims rezoning is necessary to correct an error in the zoning ordinance but provides no factual information to support this claim.

Contrary to the applicant's assumption that split zoning is a manifest error, split zoning is not a reason per se to up-zone a property, especially since the property in question is located in a mixed-use historic district with residential properties to the north, east, and south. In fact, Government Street is designated as a Traditional Corridor on the Future Land Use Plan, which is by definition a mixed-use environment.

The comprehensive plan emphasizes moderately scaled small businesses and residences that highlight historic structures and connect to downtown. Expanding B2 zoning as envisaged by this application will destroy the vision of small-scale, mixed-use developments and encourage the continuation of non-conforming activities.

When the station was built in 1959 it was zoned C-1 (community business), a similar designation to the current one. Neighbors are not opposed to having a service station and have patronized this station for years. We do object to expanding its nonconforming uses as well as to the lax enforcement of the terms of previous variances, which create the potential for expanding uses that will harm the neighborhood if the property is up-zoned. The business has a long history of noncompliance with the zoning regulations and variances they've previously been granted.

There simply is no reason to change the zoning on this property. The current zoning classifications afford the owner a wide variety of uses that would be compatible with the existing service station and the vision embodied in the Traditional Corridor designation.

Respectfully,

Barbara Caddell

1321 Dauphin St., Mobile 36604

District 2

York, Marie

From: Bettie Champion <championbettie@hotmail.com>
Sent: Wednesday, March 15, 2023 6:39 PM
To: Planning
Subject: Griffith Service Center application

Some people who received this message don't often get email from championbettie@hotmail.com. Learn why this is important

CAUTION: External Email

I am a resident whose property is adjacent to the property in question belonging to Stephen Griffith. I have read the official position letter submitted to you by the Old Dauphin Way Association and my husband and I are in complete agreement with its position. I have attended every Zoning and Planning Commission meeting as well as the meetings with the Griffiths for the past 5 months or so. My main issue is the lack of clarity as to their plans for the property.

Bettie and Gil Champion

116 South Georgia Avenue
Mobile, AL 36604
251-458-1570

Subdivision, Planned Unit Development 02HO GriffithShellSub-002272-2022,PUD002274-2022,&ZON002273-2022 , For March 16,2023

I am very disappointed that the outcome of the March 6, 2023 zoning adjustment variance meeting did not disapprove the variance of the zoning for the subject parcel. The current staff recommendation appears to open the door for inappropriate decisions which will jeopardize the ability of our City to properly plan and guide growth for a controlled outcome. The trip down an unknown path towards no specific goal and with no time line would appear to lead toward disaster. Appeals for variances and modifications to Planning should only be made for specific positive uses that reinforce the adjacent and impacted neighborhoods and wich are mindful of the City's master plan. "Follow the Money" is a line from a movie not a tenet of successful planning.

As a young architect in the late 1970s working for a major national development architect in Atlanta, we were involved designing a major urban development in San Francisco. I was astounded to learn that the very strict unyielding Planning and Zoning laws had been put in place by Justin Herman of the SF Redevelopment Agency some 20 years earlier in the early 1950s. Realizing the client and the political environment I would imagine there to have been advantageous variances, there were no deviations from the long range planning that had been established earlier.

In Mobile as an advocate of historic preservation I recognize that here in Mobile we have a stronger sense of place, a more developed Civic character, more history, and more positive to preserve than most other cities. We have put in place excellent Planning that is reinforced by well-founded Zoning and Building Codes that arre backed and administered by dedicated, sincere, and amazing politicians. Let us not jeopardize what we have, what we can invest in, and what we can depend on by being lead down the path of ill-defined and ill-advised changes to our excellent Planning and Zoning.

My Comments submitted for the recent March 6th Board of Zoning Adjustment meeting follow below...

"March 3rd...

Board of Zoning Adjustment Case Number 6489/6258/4827/4826/4549/2439

Tuesday, January the 31st, I attended the community meeting at the All Saints Church about the subject variance for the parcel at the NE corner of Government and Ann Streets. There were 40 to 50 people in attendance from the Lienkauf, Dauphinway, and Oakleigh neighborhoods. Near the conclusion of the meeting a motion was made for a vote to be taken. The vote expressed the unanimous agreement of those present that there should be... no changes made in the zoning classification of the property and to deny the requested zoning variances.

My comments and opinion of the request for a zoning variance are expressed as...

I agree with the opinions expressed by the **Planning** Staff in the January 9, 2023 Board of Zoning Adjustment Staff Report (page 4 of the attached) which recommended that the proposed zoning **variance** for the 1260 and 1262 Government Street parcel requested by the Owners should be **denied**.

The recommendations for denial can be stated as based on the following points:

1. Approval of the variance will be contrary to the public interest.

2. Special conditions do not exist such that literal enforcement of the zoning would result in unnecessary hardship to the surrounding residents if the site were to be utilized with proper code compliant uses.

3. Since there are no hardships associated with the site, the spirit and intent of the zoning shall not be observed and no justice will be served for the surrounding neighborhood if the variance were to be granted.

4. No justifications have been provided with the variance request such that the site produces hardships for the truck leasing. None-the-less the zoning ordinance (page 2 of attached) states that no variance shall be granted on the basis of economics...

In my opinion the original major changes for this site began and the zoning control was lost in the 1990s when the property was purchased by the Owners and allowance was granted for the removal of an historic residence and the approval given for the parking and the car wash. At that time some dispensations were made to reflect the scale of the prior residential use. This historical retrospect is reflected by the sidewalk widening and planting midway of the property along Government Street. At one point earlier a bench as agreed was installed in the widened area. The promised landscape berm mentioned in the staff opinion was never installed and compliance with the landscape ordinance never achieved. The truck leasing business later added and still ongoing is not compliant with the current zoning and as noted in the attached Municipal Offence Tickets issued for this violation have not to date been satisfied.

Though there were some signage variances and approvals made for certain digital/lighted signs. The visual blight of the quantity and size of the side-of-the-truck signage on these parked trucks exceeds the intent of any of the sign ordinances for our historic areas.

The focus of a Planned Unit Development, PUD, often established for new developments, sets forth common areas, density, and diversity of buildings providing complimentary functions that enhance and reinforce the quality of life in the neighborhood. In this case the residences are existing historic homes so the importance is quality of life and preservation of the inherent historic urban character of our city.

The focus of the staff recommendation and in my opinion is that the proposed zoning change opens the door for detrimental forces that would negatively impact the adjacent neighborhood's quality of life, jeopardize the valued historic character of our City, and possibly have a negative impact on surrounding property values.

An appeal for a zoning change if to be given a positive review should be made only for a specific positive compliant purpose that can receive public support. An appeal should not be made for an open ended litany of possibilities with the potential of an unknown use intended for the highest economic gain to be derived coming from a negative use.

Approval of a change that opens the door for negative development marks the complete degradation the City's attempts to guide proper land use and such changes negate any reasonable attempt to move forward with well-founded guided and controlled growth. Not only does such negative precedence diminish the City Planning it diminishes the faith in the trust in the Politicians and the Council as they

would fail their constituents by losing control and not to be able to attend to the best interests of their constituents and the City.

Appeals should only be considered for zoning changes that are compliant and are known to have a positive effect.

The current appeal for a change in the zoning of this property must be Denied.

John Dendy

Oakleigh District Resident"

Board of Zoning Adjustment Case Number 6489/6258/4827/4826/4549/2439

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The current appeal for a change in the zoning of this property must be Denied.

John Dendy

Oakleigh District Resident

Mr. John W. "Jay" Stubbs, Chairman and Members of the Mobile Planning Commission

RE: March 16, 2023 Planning Commission Meeting

Holdovers: Item #2 SUB-002272-2022, PUD-002274-2022, & ZON-002273-2022

Ladies and Gentlemen:

My name is Suzanne Schwartz and I live at 360 McDonald Avenue, Mobile, in the Leinkauf Historic District. This has been a long and emotional journey for the Griffith family and the surrounding historical districts all of which will be greatly impacted by your decision. Please consider the following:

- ✓ Historical districts' perimeter businesses should be DOWNZONED to B1 not UPZONED FROM B1 to B2.
- ✓ The recent variance to operate a light industrial B3 business - which the Griffiths have operated for several years against code - has caused the collaboration between residents and the business to break down. A robust Voluntary Covenant to prohibit most degrading business uses was proposed by residents but was not fully adopted by owners.
- ✓ No real cause/need/USE has ever been demonstrated by the Griffiths justifying this change
- ✓ The Zoning Code requires that changes should do justice to the surrounding neighborhood. This does not. Traffic, congestion on an already-crowded intersection, aesthetics on the Government Street Street facade, noise and pollution are all issues would be aggravated by this approval.

To illustrate the above, I would note that the neighborhoods have had, until recently, productive dialog with the owners. Those lines of communication seem to have broken down. Feelings within the community have been further clouded by the recent granting of a Use Variance by the Board of Adjustments to allow the operation of a Budget Truck Rental (B3) business at this location.

Recently, the neighborhoods discovered that the Griffiths have listed the parcel east of the gas station (a/- .69 Acres) for lease for $50,000/year. (See attached flier from Vallas Realty). This listing comprises the two smaller parcels with split zoning.

Thus, it seems apparent there is no intent by the Griffiths to expand their enterprise to this part of the property. Why, then, is there a need to 1) rezone and 2) create a PUD when there are so many citizen concerns about the "possible" use of that site?

In our discussions with the Griffiths, we have repeatedly asked for some idea of how this land will be used. We never got an answer. Now we know why. They have no idea since it is their intent to lease the property. Homes in that neighborhood have stood for over a century. Families have invested greatly in their preservation. They are an important part of the history and culture of our city. Griffith Shell has been at that corner only since the 1940"s. There's no comparison to their respective values to the heritage of our community, to our history, to our uniqueness or our culture.

I would offer that it should be the goal, under the intent of the Future Land Use Plan and Map, not to "reduce" B1 Buffer zoning but to "expand" it particularly in such an historic area of the city with its stately homes and towering live oaks. We don't need light industrial uses such as the Budget Truck rental business, we need small business enterprises that compliment and improve the neighborhoods quality of life - walkability, less

traffic, lower noise and pollution. (Example: Guncles.) It might be noted that the Vallas Flier for this property estimates a 2020 traffic count of 18,355 at this site. Imagine the increase at this already congested intersection with an additional business (or two) at this location!

Lastly, in the staff recommendation, the reason for approval is "a) the subdivision of land into building sites makes reclassification of the land necessary and desirable." What building sites? This appears to be an assumption of future use since no planned use has been presented.

The Griffith family has repeatedly ignored and violated city ordinances with the ongoing operation of their Budget Truck Rental business at this location. Community confidence in future adherence to ordinances, zoning limitations, etc. are very low. An ordinance or zoning designation is only as good as its enforcement. It's apparent that the city does not have the staff to enforce violations.

It is my request that you deny this request in its entirety. Thank you for your consideration.

Sincerely,
Suzanne Schwartz
Resident of District 2 and Leinkauf Historic District

LOT FOR GROUND LEASE IN MIDTOWN

1258 Government Street | Mobile, Alabama 36604



- Lot available for Ground Lease on Government St near Ann St in Midtown
- 2020 traffic counts are 18,355 at site
- Ground Lease available at $50,000/yr

Site is located in Midtown with very hard barrier for entry to secure retail zoned locations. Adjacent to Mobile landmark full-service gas station - Griffith Shell. Site previously developed with car wash that is no longer in operation. Impervious developed area should help with any new development.

VALLAS REALTY, INC.

Although Vallas Realty has obtained this information from sources deemed reliable and believes this information to be correct, no representations or warranties are made as to the accuracy or reliability of this information. Estimations of square footage, size or age are approximate. Prices and terms are subject to prior sale, lease, withdrawal, or change at any time without notice.

John P. Vallas, Jr. | 2600 Dauphin Street • Mobile, AL 36606 | 251.344.1444 • 251.751.7223 | john@vallasrealty.com



SUMMARY INFORMATION

Location:	N side of Government Street ±140' East of S Ann Street
Frontage:	±171.59' on Government
Lot Size:	±29,695 SF • ±0.68 AC
Zoning:	R1 & B2
Access:	Potential cross access thru Shell, depending on use
Terms:	Ground Lease
Price:	$50,000 / year

MOBILE COUNTY MARKET

Mobile is a major port and shipbuilding and commercial center at the head of Mobile Bay on the Gulf Coast.

The city benefits from some tourism, and manufacturing industries include paper, automotive and aerospace. The area has grown considerably as a port facility, in part because of the growth of Asian-owned auto plants in Alabama and other parts of the South.

The aerospace business continues to expand in Mobile with Airbus' expanding aircraft engineering and assembly facilities at Mobile Aeroplex at Brookley. Also, military ship building continues to be a growing industry with Austal building advanced combat naval vessels in Mobile. The Alabama State Docks at Mobile also provide a solid catalyst for new jobs with export and import opportunities.

Mobile is also seeing explosive growth from e-commerce retailers. Amazon opened a $30 million sorting center in 2018. Walmart officially opened its $135 million distribution center in Mobile County in the spring 2018, which encompasses 2.6 million square feet.

VALLAS REALTY INC

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Existing Zoning Map

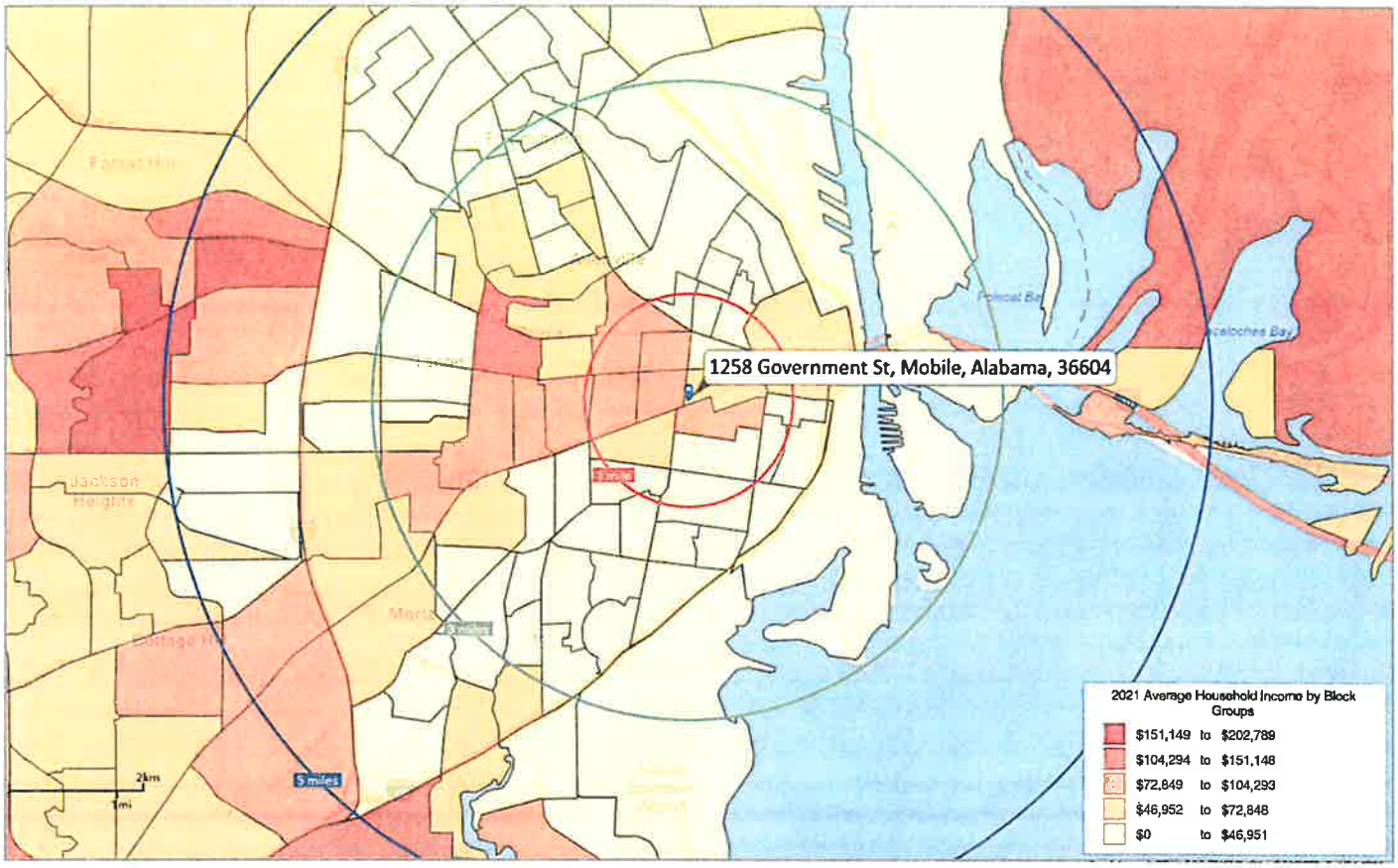


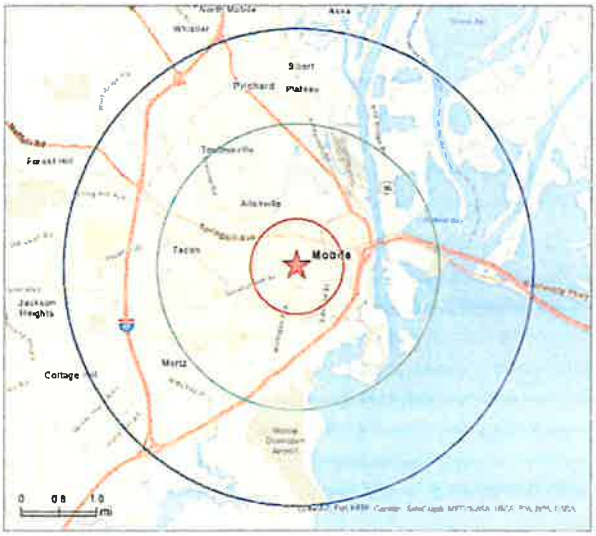
LOT FOR GROUND LEASE | 1258 GOVERNMENT STREET | MOBILE, ALABAMA 36604

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Household Income Heat Map and Demographics





2021 Demographic Info	1 mi	3 mi	5 mi
Population	12,645	58,581	108,990
Median Age	39.6	38.4	37.0
Largest Median Age Group	25-34	25-34	25-34
Annual Population Growth Projection for 2021-2026	0.05%	0.10%	0.03%
Daytime Population	13,229	78,112	146,531

Households & Income	1 mi	3 mi	5 mi
Total Households	5,503	23,465	43,396
Average Household Size	2.17	2.39	2.41
Average Household Income	$66,896	$52,526	$53,085

Housing & Value	1 mi	3 mi	5 mi
Owner-Occupied Houses	36.7%	38.7%	37.5%
Renter-Occupied Houses	44.3%	42.8%	43.7%
Median House Value	$193,519	$109,970	$100,936

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John P. Vallas, Jr. | 2600 Dauphin Street • Mobile, AL 36606 | 251.344.1444 • 251.751.7223 | john@vallasrealty.com

York, Marie

From: John Vitalo <johnfvitalo@gmail.com>
Sent: Wednesday, March 15, 2023 4:02 PM
To: Planning
Cc: Julie Allison Guthrie Vitalo; Carroll, William
Subject: Zoning matter: Griffith properties on Government Street

Some people who received this message don't often get email from johnfvitalo@gmail.com. Learn why this is important

CAUTION: External Email

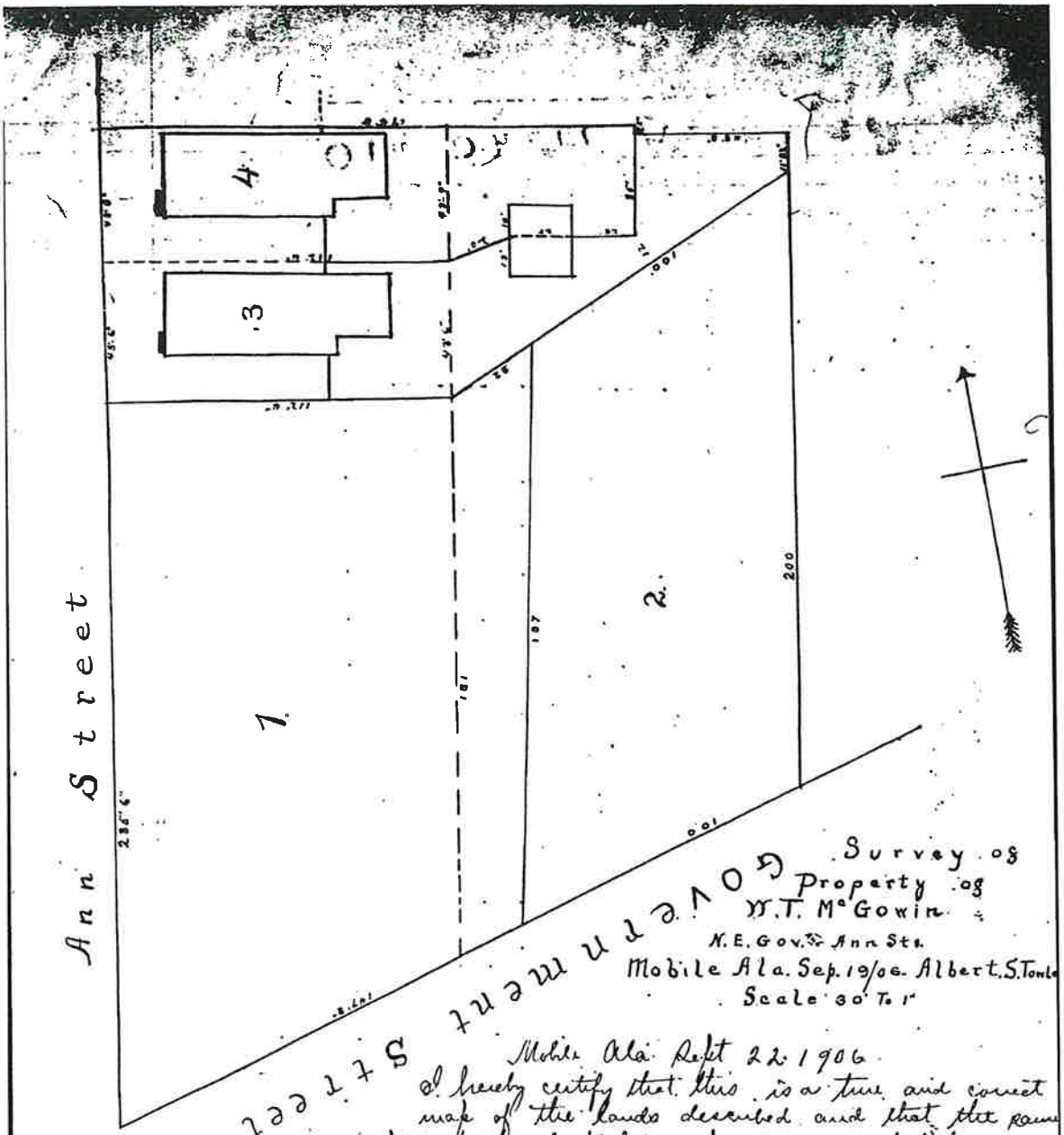
Dear Mobile Planning Commission:

We are John and Julie Vitalo, owners and residents of 1216 Government St. in Mobile and owners of 1250 Government Street in Mobile **We are writing this email to you to register our opposition to the proposal presently in front of the Commision, for consideration on 16 March 2023, to unify and rezone -- "upzone" -- the zoning on certain lots of property on Government Street owned by the owners of Griffith Shell.**

We oppose the present proposal (as does the neighborhood overall) because we believe it would be further detrimental to the residential, historic character of the area. You cannot expect residents to purchase homes in the historic midtown community and care for them so as to maintain Mobile's historic districts if you allow area-inappropriate zoning changes such as this one.

John F. Vitalo
251-689-4364

Julie G. Vitalo
251-423-5462



Mobile Ala. Sept 22. 1906

I hereby certify that this is a true and correct map of the lands described and that the same is complete to the best of my knowledge and belief.

Albert S Towle City Engineer

Received in Office for Record Oct 1st 1906

The undersigned, owner of the land shown in the annexed plat, sets his hand to the foregoing certificate of Albert S. Towle C.E. and accepts same as being true and complete.

W. T. McGowin

State of Alabama }
County of Mobile }

R. F. Adams, a Notary Public in and for above state and county hereby certify that Albert S. Towle and W. T. McGowin, whose names are signed to the foregoing certificate, and who are known to me, acknowledged before me on this day that they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22nd day of September A. D. 1906.

R. F. Adams
Notary Public Mobile Co. Ala

(Notarial Seal)

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 1260 Government St. (see Exhibit A) (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property as a condition of the rezoning:

See Exhibit B attached hereto.

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The above stated conditions, covenants and restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the rezoning.

Owner Signature _____ Date _____

Applicant Signature _____ Date _____

STATE OF ALABAMA

COUNTY OF MOBILE

CITY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Stephen Griffith, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date. Given under my and official seal this the _____ day of April, 2023.

_____
Notary Public

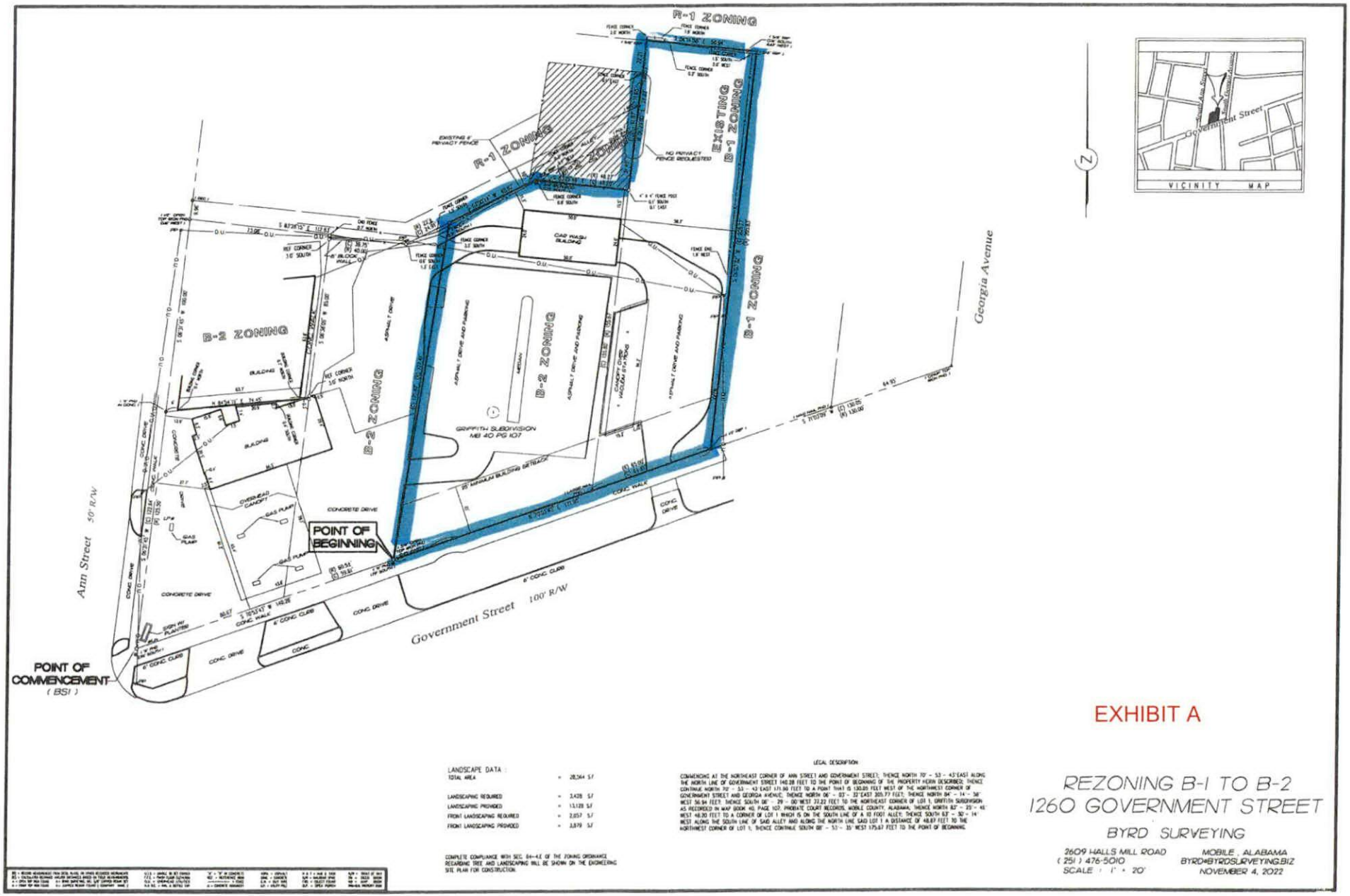
My commission expires: _____

AGREED DEED RESTRICTIONS

- Armory (Private)
- Correctional Facilities (Private)
- Emergency Response Facility (Private)
- Social Assistance, Welfare and Charitable Services
- Community Residence (Less than 5 persons)
- Community Residence (5 or more persons)
- Community Residence Transitional (Less than 5 persons)
- Community Residence Transitional (More than 5 persons)
- Fraternity or Sorority Dorms
- Emergency Refuge
- Emergency Shelter
- Foster Care Adult/Child
- Life Care or Continuing Services
- Rooming and Boarding
- Hotel/Motel
- Recreational Vehicle Park
- Short Term Rentals
- Retirement Home/Elderly Housing
- Oil and Gas Company (Drilling)
- Hospital
- Appliance Repair Services
- Bail Bond Services
- Building Maintenance Services
- Animal Services (Indoor and Outdoor)
- Adult Entertainment
- Civic Space
- Cultural Facility
- Entertainment Facility of Event Venue
- Night Club
- Recreational Facility (Indoor and Outdoor)
- Youth Organization Camp
- Club or Lodge (public or private)
- Religious Facility
- Truck Stop
- Truck Repair (Trucks with more than six wheels)
- Broadcast Transmission Facility

EXHIBIT B

- Alternative Financial Service Provider
- Automated Teller Machine – Free Standing Drive Up
- Bar/Lounge
- Hardware/Home Improvement > 30,000sf
- Liquor Store
- Machinery and Equipment Rental and Leasing
- Parking Facility
- Transit Shelter
- Heliport/Miscellaneous Air Transportation
- Utility not within a structure
- Gasoline Sales
- Gasoline Sales with Auto Service
- Convenience Store with Gasoline Sales



LANDSCAPE DATA :

TOTAL AREA	=	28,564 S.F.
LANDSCAPING REQUIRED	=	3,428 S.F.
LANDSCAPING PROVIDED	=	13,128 S.F.
FRONT LANDSCAPING REQUIRED	=	2,057 S.F.
FRONT LANDSCAPING PROVIDED	=	3,878 S.F.

COMPLETE COMPLIANCE WITH SEC. 64-4.E OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE ENGINEERING SITE PLAN FOR CONSTRUCTION.

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF ANN STREET AND GOVERNMENT STREET; THENCE NORTH 70° - 53' - 43" EAST ALONG THE NORTH LINE OF GOVERNMENT STREET 140.28 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HERN DESCRIBED; THENCE CONTINUE NORTH 70° - 53' - 43" EAST 171.86 FEET TO A POINT THAT IS 130.00 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT STREET AND GEORGIA AVENUE; THENCE NORTH 06° - 03' - 32" EAST 305.77 FEET; THENCE NORTH 84° - 14' - 38" WEST 36.94 FEET; THENCE SOUTH 06° - 29' - 00" WEST 31.22 FEET TO THE NORTHEAST CORNER OF LOT 1, GRIFFITH SUBDIVISION AS RECORDED IN MAP BOOK 40, PAGE 107, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 82° - 25' - 45" WEST 48.30 FEET TO A CORNER OF LOT 1 WHICH IS ON THE SOUTH LINE OF A 10 FOOT ALLEY; THENCE SOUTH 63° - 30' - 14" WEST ALONG THE SOUTH LINE OF SAID ALLEY AND ALONG THE NORTH LINE SAID LOT 1 A DISTANCE OF 48.87 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE SOUTH 08° - 53' - 35" WEST 175.67 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

REZONING B-1 TO B-2
1260 GOVERNMENT STREET

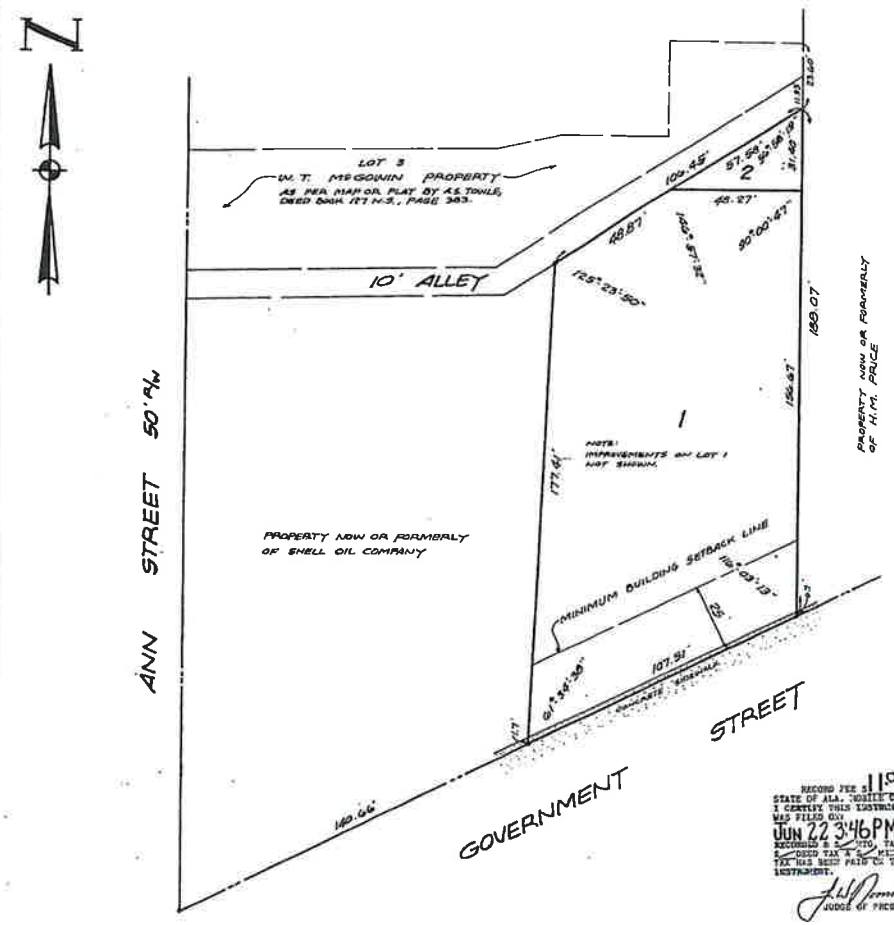
BYRD SURVEYING

3609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 20'

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
NOVEMBER 4, 2022

87019700

MAP BOOK 40 PAGE 107





VICINITY MAP

NOTE:

LOT 2 OF GRIFFITH SUBDIVISION TO BE USED ONLY IN CONJUNCTION WITH LOT 3, W.T. McGOWIN PROPERTY AS PER MAP OR PLAT BY A.S. TOWLE, DEED BOOK 127 N.S., PAGE 383.

RECORD FEE $ 11.00
STATE OF ALA. MOBILE COUNTY
I CERTIFY THIS INSTRUMENT WAS FILED ON
JUN 22 3:46PM '87
RECORDED IN MTG. TAX $
DEED TAX $ MTG. EXMP
TAX HAS BEEN PAID ON THIS INSTRUMENT.
JUDGE OF PROBATE

DESCRIPTION:

Commencing at a point where the Northwest right of way line of Government Street is intersected by the East right of way line of Ann Street in the City and County of Mobile, Alabama, run Northeastwardly along said Northwest right of way line of Government Street, a distance of 140.66 feet to the Southwest corner of property conveyed by Evelyn V. Markris, et al, to Gus M. Vergos, by Deed dated March 15, 1982 and recorded in Real Property Book 2332, Page 390 of the records in the office of the Judge of Probate Court of Mobile County, Alabama, said point being the point of beginning of the property herein described; thence continuing Northeastwardly along said Northwest right of way line of Government Street, run 107.51 feet to a point on the West line of property now or formerly of H. M. Price; thence with an interior angle of 116 degrees 03 minutes 13 seconds run Northwardly along said West line of property now or formerly of H. M. Price, a distance of 188.07 feet to a point, said point being 23.60 feet South of the North boundary of Lot 3, according to a plat made by A. S. Towle and recorded in Deed Book 127, Page 383 of the aforementioned Probate Court Records, said point also being on the South boundary of a 10 foot alley; thence with an interior angle of 56 degrees 58 minutes 19 seconds run Southwestwardly along said South boundary of 10 foot alley, a distance of 106.45 feet to a point that is the Northeast corner of property now or formerly of Shell Oil Company; thence along the East boundary of said property now or formerly of Shell Oil Company run Southwardly 177.41 feet to the point of beginning. Containing 16,780 Square Feet.

WE HEREBY CERTIFY TO THE CORRECTNESS OF THIS SURVEY AND PLAT

RESTER AND COLEMAN ENGINEERS, INC.

Donald F. Coleman

DONALD F. COLEMAN - REGISTERED LAND SURVEYOR NO. 5421

OWNERS: PRESTON W. GRIFFITH AND GUS M. VERGOS

Preston W. Griffith

Gus M. Vergos

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Preston W. Griffith and Gus M. Vergos, whose names as Owners, are signed to the foregoing certificate and who are known to me, acknowledged before me on this day, that being informed of the contents of said certificate, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 28th day of May, 1987.

Notary Public My Commission Expires Sept. 6, 1988

APPROVED:

Mobile City Planning Commission:

Secretary 6/4/87 Date

City Engineer 6/16/87 Date

Mobile County Engineering Dept.
Pursuant To Sec. 11-52-30 (b)
No Easements or R.O.W. Accepted
For Maintenance

County Engineer 6/16/87 Date

LB. Wd 9h 3 22 JUN

GRIFFITH SUBDIVISION

RESTER AND COLEMAN ENGINEERS, INC.
66 MIDTOWN PARK WEST MOBILE, ALABAMA 36606
TELEPHONE NO. (205)479-4518

DWG BY:	DATE	REVISIONS						SCALE
D.B.	5-25-87	BY:	DATE	BY:	DATE	BY:	DATE	1" = 30'
CHKD. BY:	DATE							FILE NO.
R.H.C.	5-26-87							S-44

MOBILE CITY PLANNING COMMISSION
February 8, 2023
PUBLIC HEARING NOTICE
RESCHEDULE

Re: **North side of Government Street, 140'± East of South Ann Street**
Council District 2
ZON-002273-2022 (Rezoning)
Griffith Shell (Gerald Byrd, Agent)
Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

Please note the schedule change for the above referenced application. At the request of the Applicant, this application **will not** be heard at the City of Mobile Planning and Zoning Commission meeting on February 15, 2023.

The Public Hearing will be held on Thursday, March 16, 2023, at 2:00 p.m., in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from, B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate 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 or fax:

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, **by 2:00 p.m.** on **Wednesday, March 14, 2023,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
February 8, 2023
PUBLIC HEARING NOTICE
RESCHEDULE

Re: North side of Government Street, 140'± East of South Ann Street
Council District 2
ZON-002273-2022 (Rezoning)
Griffith Shell (Gerald Byrd, Agent)
Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Property Owner(s):

Please note the schedule change for the above referenced application. At the request of the Applicant, this application **will not** be heard at the City of Mobile Planning and Zoning Commission meeting on **Wednesday, February 15, 2023.**

This letter is to advise property owners within 300', as required by City Code, that the Public Hearing will be held on Thursday, March 16, 2023, at 2:00 p.m., in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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Email: planning@cityofmobile.org

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 or fax, by **2:00 p.m.** on **Wednesday, March 15, 2023,** 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 Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

City of Mobile • Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 12100 Government St (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

Attached

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

3 pages Attached

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the Rezoning.

Owner Signature — Date: 1/24/23

Applicant Signature — Date: 1/24/23

STATE OF Alabama

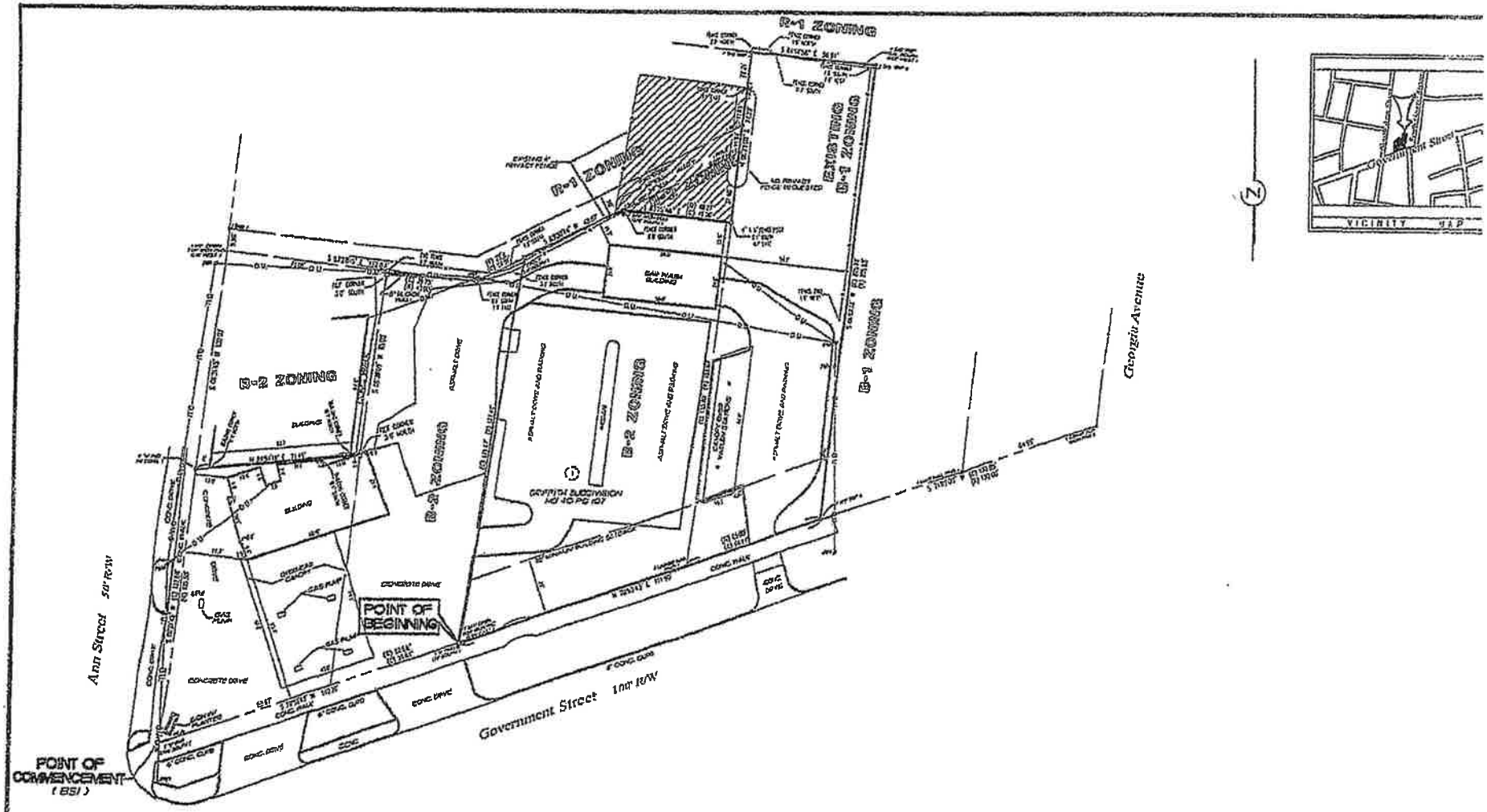
COUNTY OF Mobile

CITY OF Mobile

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Stephen Griffith whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date. Given under my and official seal this the 24th day of January, 2023.

Stephanie Grant
Notary Public

My commission expires: May 14, 2025



LANDSCAPE DATA :

TOTAL AREA	= 28,564 SF
LANDSCAPE REQUIRED	= 3,428 SF
LANDSCAPE PROVIDED	= 3,602 SF
FRONT LANDSCAPING REQUIRED	= 2,015 SF
FRONT LANDSCAPING PROVIDED	= 2,815 SF

COMPLETE COMPLIANCE WITH ALL SECTIONS OF THE ZONING ORDINANCE REGARDING USES AND LANDSCAPING WILL BE SHOWN ON THE DOMESTIC SITE PLAN FOR CONSTRUCTION.

LEGAL DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF ANN STREET AND GOVERNMENT STREET; THENCE NORTH 72° - 53' - 42" EAST ALONG THE NORTH LINE OF GOVERNMENT STREET FOR 28.28 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 72° - 53' - 42" EAST FOR 111.59 FEET TO A POINT THAT IS 130.00 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT STREET AND GEORGIA AVENUE; THENCE NORTH 04° - 33' - 20" WEST FOR 97.77 FEET; THENCE NORTH 67° - 14' - 58" WEST 36.34 FEET; THENCE SOUTH 09° - 29' - 00" WEST 77.33 FEET TO THE NORTHEAST CORNER OF LOT 1, GRIFFITH SUBDIVISION AS RECORDED IN MAP BOOK 10, PAGE 107, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, BEING NORTH 67° - 21' - 45" WEST 130.00 FEET TO A CORNER OF LOT 1 WHICH IS ON THE SOUTH LINE OF A 20 FOOT ALLEY; THENCE SOUTH 67° - 20' - 14" WEST ALONG THE SOUTH LINE OF SAID ALLEY AND ALONG THE NORTH LINE OF LOT 1 A DISTANCE OF 48.81 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE SOUTH 09° - 31' - 30" WEST 175.67 FEET TO THE POINT OF BEGINNING.

REZONING B-1 TO B-2
1260 GOVERNMENT STREET

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 20'

MOBILE, ALABAMA
BYRD@BYRDSURVEYINGS
NOVEMBER 4, 2022

LEGAL DESCRIPTION:

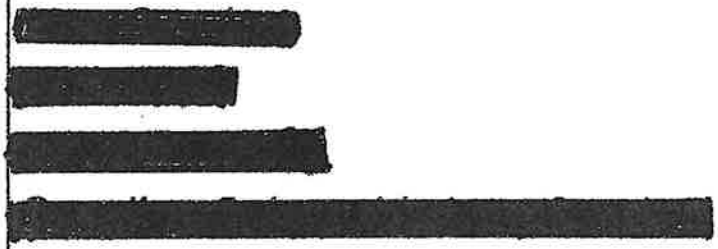
COMMENCING AT THE NORTHEAST CORNER OF ANN STREET AND GOVERNMENT STREET; THENCE NORTH 70° – 53'– 43"EAST ALONG THE NORTH LINE OF GOVERNMENT STREET 140.28 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HERIN DESCRIBED; THENCE CONTINUE NORTH 70° – 53'– 43"EAST 171.90 FEET TO A POINT THAT IS 130.05 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT STREET AND GEORGIA AVENUE; THENCE NORTH 06° – 03'– 32"EAST 205.77 FEET; THENCE NORTH 84° – 14'– 58" WEST 56.94 FEET; THENCE SOUTH 06° – 29'– 00"WEST 77.22 FEET TO THE NORTHEAST CORNER OF LOT 1, GRIFFITH SUBDIVISION AS RECORDED IN MAP BOOK 40, PAGE 107, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 83° – 25'– 46" WEST 48.20 FEET TO A CORNER OF LOT 1 WHICH IS ON THE SOUTH LINE OF A 10 FOOT ALLEY; THENCE SOUTH 63° – 30'– 14" WEST ALONG THE SOUTH LINE OF SAID ALLEY AND ALONG THE NORTH LINE SAID LOT 1 A DISTANCE OF 48.87 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE SOUTH 08° – 53'– 35" WEST 175.67 FEET TO THE POINT OF BEGINNING.

REZ
1260 G

2609 H
(251) 47
SCALE

Armory (Private)
Correctional Facilities (Private)
Emergency Response Facility (Private)
Social Assistance, Welfare and Charitable Services
Community Residence (Less than 5 persons)
Community Residence (5 or more persons)
Community Residence Transitional (Less than 5 persons)
Community Residence Transitional (More than 5 persons)
Fraternity or Sorority Dorms
Emergency Refuge
Emergency Shelter
Foster Care Adult/Child
Life Care or Continuing Services
Rooming and Boarding
Hotel/Motel
Recreational Vehicle Park
Short Term Rentals
Retirement Home/Elderly Housing
Oil and Gas Company (Drilling)
Hospital
Appliance Repair Services
Bail Bond Services
Building Maintenance Services

Animal Services (Indoor and Outdoor)
Adult Entertainment
Civic Space
Cultural Facility
Entertainment facility of event venue
Night Club
Recreational facility (Indoor and Outdoor)
Youth organization camp
Club or Lodge (public or private)
Religious Facility



Truck Stop
Truck Repair (Trucks with more than six wheels)
Broadcast Transmission Facility
Alternative Financial Service Provider
Automated Teller Machine - Free Standing Drive Up
Bar/Lounge



Hardware/Home Improvement > 30,000sf
Liquor Store
Machinery and Equipment Rental and Leasing
Parking Facility
Transit Shelter
Heliport/Miscellaneous Air Transportation
Utility not within a structure

Restrictions presented by the (NA that the Griffith's do not agr to:

- Auto Service
- Car Wash
- Convenience Store
- Convenience Store with Gasoline Sales
- Food Sales > 60,000 sf
- Gasoline Sales
- Gasoline Sales with Auto Service
- Mobile Food Vendor Park
- Restaurant Drive Thru
- Restaurant Drive In
- Snack or Beverage Bar

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 23, 2023

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

Re: **North side of Government Street, 140'± East of South Ann Street**
Council District 2
ZON-002273-2022 (Rezoning)
Griffith Shell (Gerald Byrd, Agent)
Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

At its meeting on January 19, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion and at the request of the applicant, the Commission heldover the application to the February 15, 2023 meeting, to allow additional time to prepare voluntary use restrictions. A copy of any proposed voluntary use restrictions should be submitted to staff no later than February 7, 2023.

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

Online Comments received for PC – January 19, 2023

Agenda #01 SUB-002272-2022 (Subdivision) / PUD-002274-2022 (Planned Unit Development) / ZON-002273-2022 (Rezoning)
Griffith Subdivision Addition to / Griffith Shell (1260 & 1262 Government Street) / Griffith Shell (Gerald Byrd, Agent)

Brenda Bolton
brendabolton310@gmail.com
310 West Street 36604
2023-01-18 17:01:48

As a Government Street Collaborative and Leinkauf District volunteer I and others feel that the planning application remains incomplete and unclear and therefore that a holdover should continue since no project plan stating the use/purpose necessitating the rezoning is known and insufficient site plan details are shown. It should be noted that without a specific project use even without the design plan it is entirely possible that no rezoning is even needed. Further it is also possible that a specific project use could be addressed with full area resident support through a Use Variance before the Board of Adjustment (such as the Collaborative has supported on other Govt St projects). To rezone without cause is contrary to the charge of the Planning Commission. Failing a holdover for a more complete plan and in the face of an imminent approval we would request: That zoning be modified to LIMITED B2 instead of B2. LB2 is consistent with the current zoning at the other large commercial node at Catherine Street for the Shoppes of Midtown. Under that LB2 zoning we request that in addition to any voluntary restrictions in the current application the following restrictions be volunteered by the applicant :1. Drive in and Drive thru restaurant (traffic noise late hours litter peak time congestion); 2. Day Labor contractor (litter traffic); 3. Pay Day Lender (crime litter peak time congestion traffic); 4. Check Exchange/alternative financial agents such as pawn shops (security concerns crime peak time congestion traffic); 5. Bail Bondsman (crime); 6. Firearm Sales (crime); 7. Dance Hall (traffic noise litter congestion); 8. Homeless Shelter (security litter drugs weapons crime). (not defined as short term safety shelter for women/children or social services) Mindful that commercial property owners have a need and the legal right to make viable use of their property within current ordinances we as neighbors in the surrounding districts commit to working with the owners to the extent that their development will: *do justice to area residents' investments and Quality of Life; *provide necessary or otherwise desirable acceptably low-impact commerce that supports daily residential life in the adjacent and surrounding historic districts*help stabilize or even elevate the legacy of Government Street as Mobile's historic gateway corridor. However without a specific project use or site plan with enough detail to evaluate I continue to feel the plan as it stands: *unnecessarily up-zones a buffer B1 area that appropriately separates more intense B2 commerce from adjoining and nearby single family residence. *resulting in almost a full block adjacent to a stable residential historic district becoming more commercialized under B2*having a site plan that creates another large and unappealing hard-surface parking area fronting Government Street with no permeable surfacing or specific landscaping shown to address a) increased storm water run off b) heat zones c) aesthetic degradation; d). inadequate noise and visual screening; e) not reflecting modern urban development streetscape standards that make low-impact commercial development compatible with residential life.

Bill Boswell on behalf of the Government Street Collaborative
BILL@JRICHARDGENTRY.COM
1609 Government Street
2023-01-18 17:31:35
Please note this comment was also submitted via email to the Planning Commission. POSITION STATEMENT JANUARY 19 2023 PLANNING COMMISSION MEETING GRIFFITH SUBDIVISION AND REZONING APPLICATION FROM: BILL BOSWELL 1609 Government Street Mobile AL 36604 FOR THE VOLUNTEERS OF THE GOVERNMENT STREET COLLABORATIVEON BEHALF OF the citizen volunteers forming the Government Street Collaborative we object to this plan as presented on the following points: 1. It unnecessarily up-zones a buffer B1 area that appropriately separates more intense B2 commerce from adjoining and nearby single family residence; 2. This will result in almost a full block adjacent to a stable residential historic district becoming more commercialized and open to all of the B2 "by right" or "conditional" development uses possible some of which are entirely inappropriate to border residences such as night clubs fast food drive thru and other high volume nuisance-producing uses. 3. The site plan creates another large and unappealing hard-surface parking area fronting Government Street with no permeable surfacing or specific landscaping shown to address a) increased stormwater runoff b) heat zones c) aesthetic degradation. It should be noted that current urban development trends avoid large street-front hard-surface parking lots. 4. The current site plan does not show adequate noise and visual screening 5. and does not reflect modern urban development standards that make low-impact commercial development compatible with residential life. 6. Because the owners have not identified the planned use of the property neighbors are left unprotected from nuisance-producing possibilities that can devalue their property investment and create a range of Quality of Life issues in that area. 7. This plan allows the longstanding and stable commercial node at Ann and Government to encroach east toward a highly marketable residential historic street South Georgia and the site of one of Government Street's most notable remaining historic homes known as The Tissington Home. We have seen the destruction and deterioration of our historic districts by allowing the tear down of many Government Street historic homes in previous decades to only be replaced by strip malls that have not succeeded drive through restaurants that have failed and littered our streets and residential properties drug stores that have been abandoned and now attract homeless camps and illegal drug use. 8. This plan in its current form does not do justice to neighbors does not support historic district Quality of Life and does not contribute to the continuing stability of Government Street. 9. The applicants have contacted neighbors initiated a meeting with neighbors and stated recently they will postpone this application to allow time for addressing some of the concerns expressed. The neighbors and several surrounding Government Street Neighborhoods have met with the Griffiths ON NUMEROUS OCCASIONS to listen to their proposal but at no time have the Griffiths been able to give any specific plans on what they intend to put on the property. THE GRIFFITHS INSIST UPON HAVING A DARTBOARD OF POSSIBLE USES FOR THE PROPERTY WITHOUT GIVING ANY CONSIDERATION TO THE NEGATIVE ECONOMIC IMPACT THAT WOULD BEFALL THE NEIGHBORHOOD. This makes it impossible for the neighborhoods to be aware of what type of business use will come in the future creating instability in a stable historic neighborhood. 10. At the neighbors' meeting a Griffith family member indicated the site plan submitted is likely not the plan which will be actually pursued and 11. IT BECAME CLEAR THAT THE GRIFFITHS INTEND ON USING A PORTION OF THE PROPERTY FOR A BUDGET RENTAL TRUCK FACILITY that would require a variance for a B-3 use. The Neighborhood is opposed to this variance approval as the applicant has been cited for numerous violations of illegally conducting this truck rental business on the property. The neighbors' concerns are highlighted by the fact that there would be no control on the number of trucks parked on the property at any one time and impossible to monitor any restrictions on the time allowed for the trucks to remain on the property. 12. Therefore the Government Street Collaborative joins with the surrounding neighborhoods particularly those in Old

Dauphin Way in asking for a holdover to allow a more complete planning process which addresses area residential concerns to occur. To that end the GSC and ODW as well other surrounding neighborhoods and residents stand ready to continue our discussions with the Griffiths to arrive at a mutually beneficial agreement on the use (s) of the property. 13. FAILING A HOLDOVER WE REQUEST THAT YOU DENY THE APPLICATION FOR INCOMPLETENESS AND IN ADDITION TO THE ISSUES STATED ABOVE THE LACK OF SPECIFIC INFORMATION AS TO USE THAT WOULD FULFILL THE REQUIREMENT OF A NEEDED USE FOR THE AREA. Mindful that commercial property owners have a need and the legal right to make viable use of their property within current ordinances we as neighbors in the surrounding districts commit to working with the owners to the extent that their development will: Do justice to area residents' investments and Quality of Life; B. Provide necessary or otherwise desirable acceptably low-impact commerce that supports daily residential life in the adjacent and surrounding historic districts C. Help stabilize or even elevate the legacy of Government Street as Mobile's historic gateway corridor.

JOHN F VITALO
JOHNFVITALO@GMAIL.COM
1216 GOVERNMENT ST
2023-01-18 17:53:03
My wife and I owners of 1216 Government Street oppose the zoning change request for the Griffith property on Government Street. Having attended a community meeting where our Council Member was in attendance we support the idea he offered of the neighbors working with the Griffiths to agree on a list of business exclusions for the property that would become permanent in the deed for the property. We believe such a negotiated outcome is possible but it is not yet done and therefore we believe it is premature to consider today a re-zoning of the said properties and we hereby oppose it.

Barbara Caddell
barbara.caddell@gmail.com
1321 Dauphin St. Mobile AL 36604
2023-01-18 18:53:41
January 18 2022Dear Commissioners As a property owner in the Old Dauphinway Historic district I am writing in opposition to Agenda Item #1 (SUB002272-2022 PUD-002274-2022 and ZON-002273-2022) the application by Griffith Shell for a PUD subdivision and Up-Zoning of land. Griffith Shell's current operations include a filling station auto repair with adjacent storage yard a defunct carwash a convenience store and a truck rental and repair business. Many of these activities are in violation of the current zoning regulations. The zoning ordinance requires an applicant for rezoning to show manifest error a change of condition or an increased need for business sites. None are relevant here. The applicant claims rezoning is necessary to correct an error in the zoning ordinance but provides no factual information to support this claim. Contrary to the applicant's assumption that split zoning is a manifest error split zoning is not a reason per se to up-zone a property especially since the property in question is located in a mixed-use historic district with residential properties to the north east and south. In fact Government Street is designated as a Traditional Corridor on the Future Land Use Plan which is by definition a mixed-use environment. The comprehensive plan emphasizes moderately scaled small businesses and residences that highlight historic structures and connect to downtown. Expanding B2 zoning as envisaged by this application will destroy the vision of small-scale mixed-use developments and encourage the continuation of non-conforming activities. When the station was built in 1959 it was zoned C-1 (community business) a similar designation to the current one. Neighbors are not opposed to having a service station and have patronized this station for years. We do object to expanding its nonconforming uses as well as to the lax enforcement of the terms of previous variances which create the potential for expanding uses that will

harm the neighborhood if the property is up-zoned. The business has a long history of noncompliance with the zoning regulations and variances they've previously been granted. There simply is no reason to change the zoning on this property. The current zoning classifications afford the owner a wide variety of uses that would be compatible with the existing service station and the vision embodied in the Traditional Corridor designation. Respectfully Barbara Caddell1321 Dauphin St. Mobile 36604District 2

York, Marie

From: Bob Addleton <bobaddleton@gmail.com>
Sent: Wednesday, January 18, 2023 12:43 PM
To: Planning
Subject: Petition to Rezone

[Some people who received this message don't often get email from bobaddleton@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

CAUTION: External Email

I oppose the petition by the Griffith family to rezone their property on Government Street. Particularly as they do not wish to share how the property would be used, I oppose the rezoning which could allow any number of inappropriate uses.

Robert Addleton
306 McDonald Ave
Mobile, AL 36604

York, Marie

From: Brenda Bolton <brendabolton310@gmail.com>
Sent: Wednesday, January 18, 2023 11:06 AM
To: Planning
Subject: Griffith Shell rezoning, Planning Commissioners

CAUTION: External Email

FROM: BRENDA BOLTON, 310 WEST ST (GOVERNMENT STREET COLLABORATIVE; Leinkauf District)

As a Government Street Collaborative and Leinkauf District volunteer, I and others feel that the **planning application remains too vague to fully support, and therefore that a holdover should continue, since no project plan stating the use/purpose necessitating the rezoning is known and insufficient site plan details are shown.**

It should be noted that without a specific project use, even without the design plan, it is entirely possible that no rezoning is even needed. Further, it is also possible that a specific project use could be addressed with full area resident support through a Use Variance before the Board of Adjustment (such as the Collaborative has supported on other Govt St projects).

To rezone without cause is contrary to the charge of the Planning Commission.

Failing a holdover for a more complete plan, and in the face of an imminent approval, we would request:

1. That zoning be modified to **LIMITED B2 instead of B2.** LB2 is consistent with the current zoning at the other large commercial node at Catherine Street for the Shoppes of Midtown.
2. Under that LB2 zoning, we request that in addition to any voluntary restrictions in the current application, the following restrictions be volunteered by the applicant

Drive in and Drive thru restaurant (traffic, noise, late hours, litter, peak time congestion);
Day Labor contractor (litter, traffic);
Pay Day Lender (crime, litter, peak time congestion, traffic);
Check Exchange/alternative financial agents such as pawn shops(security concerns, crime, peak time congestion, traffic);
Bail Bondsman (crime);
Firearm Sales (crime);
Dance Hall (traffic, noise, litter, congestion);
Homeless Shelter (security, litter, drugs, weapons, crime). (not defined as short term safety shelter for women/children or social services)

Mindful that commercial property owners have a need and the legal right to make viable use of their property within current ordinances, we as neighbors in the surrounding districts commit to working with the owners to the extent that their development will:
*do justice to area residents' investments and Quality of Life;
*provide necessary or otherwise desirable, acceptably low-impact commerce that supports daily residential life in the adjacent and surrounding historic districts,
*help stabilize or even elevate the legacy of Government Street as Mobile's historic gateway corridor

However, without a specific project, use, or site plan with enough detail to evaluate, I continue to feel the plan as it stands:

*unnecessarily up-zones a buffer B1 area that appropriately separates more intense B2 commerce from adjoining and nearby single family residence.
*resulting in almost a full block adjacent to a stable residential

historic district becoming more commercialized under B2
*having a site plan that creates another large and unappealing hard-surface parking area fronting Government Street, with no permeable surfacing or specific landscaping shown to address a) increased storm water run off b) heat zones, c) aesthetic degradation; d). inadequate noise and visual screening; e) not reflecting modern urban development streetscape standards that make low-impact commercial development compatible with residential life.

Because the owners have not identified the planned use of the property, neighbors are left unprotected from nuisance-producing possibilities that can devalue their property investment and create a range of Quality of Life issues in that area. This plan allows the longstanding and stable commercial node at Ann and Government to encroach east toward a highly marketable residential historic street, South Georgia, and the site of one of Government Street's most notable remaining historic homes, known as The Tissington Home.

--
Brenda Bolton

York, Marie

From: Jane Jacobs <governmentstreetmobile@gmail.com>
Sent: Wednesday, January 18, 2023 11:09 AM
To: Planning
Subject: Comment Submission for: Agenda #01 SUB-002272-2022 (Subdivision) / PUD-002274-2022 (Planned Unit Development) / ZON-002273-2022 (Rezoning)

CAUTION: External Email

POSITION STATEMENT JANUARY 19, 2023, PLANNING COMMISSION MEETING GRIFFITH SUBDIVISION AND REZONING APPLICATION
FROM: BILL BOSWELL, 1609 Government Street, Mobile, AL 36604 **FOR THE VOLUNTEERS OF THE GOVERNMENT STREET COLLABORATIVE**

ON BEHALF OF the citizen volunteers forming the Government Street Collaborative, **we object to this plan as presented**, on the following points:

1. It unnecessarily up-zones a buffer B1 area that appropriately separates more intense B2 commerce from adjoining and nearby single family residence;

2. This will result in almost a full block adjacent to a stable residential historic district becoming more commercialized and open to all of the B2 "by right" or "conditional" development uses possible, some of which are entirely inappropriate to border residences, such as night clubs, fast food drive thru, and other high volume, nuisance-producing uses.

3. The site plan creates another large and unappealing hard-surface parking area fronting Government Street, with no permeable surfacing or specific landscaping shown to address a) increased stormwater runoff b) heat zones, c) aesthetic degradation. It should be noted that current urban development trends **avoid** large street-front, hard-surface parking lots.

4. The current site plan does not show adequate noise and visual screening,

5. and does not reflect modern urban development standards that make low-impact commercial development compatible with residential life.

6. Because the owners have not identified the planned use of the property, neighbors are left unprotected from nuisance-producing possibilities that can devalue their property investment and create a range of Quality of Life issues in that area.

7. This plan allows the longstanding and stable commercial node at Ann and Government to encroach east toward a highly marketable residential historic street, South Georgia, and the site of one of Government Street's most notable remaining historic homes, known as The Tissington Home. We have seen the destruction and deterioration of our historic districts by allowing the tear down of many Government Street historic homes in previous decades to only be replaced by strip malls that have not succeeded, drive through restaurants that have failed and littered our streets and residential properties, drug stores that have been abandoned and now attract homeless camps and illegal drug use.

8. This plan, in its current form, does not do justice to neighbors, does not support historic district Quality of Life, and does not contribute to the continuing stability of Government Street.

9. The applicants have contacted neighbors, initiated a meeting with neighbors, and stated recently they will postpone this application to allow time for addressing some of the concerns expressed. The neighbors and several surrounding Government Street Neighborhoods have met with the Griffiths **ON NUMEROUS OCCASIONS** to listen to their proposal, but at no time have the Griffiths been able to give any specific plans on what they intend to put on the property. THE GRIFFITHS INSIST UPON HAVING A DARTBOARD OF POSSIBLE USES FOR THE PROPERTY WITHOUT GIVING ANY CONSIDERATION TO THE NEGATIVE ECONOMIC IMPACT THAT WOULD BEFALL THE NEIGHBORHOOD. This makes it impossible for the neighborhoods to be aware of what type of business use will come in the future, creating instability in a stable, historic neighborhood.

10. At the neighbors' meeting, a Griffith family member indicated the site plan submitted is likely not the plan which will be actually pursued, and

11. IT BECAME CLEAR THAT THE GRIFFITHS INTEND ON USING A PORTION OF THE PROPERTY FOR A BUDGET RENTAL TRUCK FACILITY that would require a variance for a B-3 use. The Neighborhood is opposed to this variance approval as the applicant has been cited for numerous violations of illegally conducting this truck rental business on the property. The neighbors' concerns are highlighted by the fact that there would be no control on the number of trucks parked on the property at any one time and impossible to monitor any restrictions on the time allowed for the trucks to remain on the property.

12. **Therefore, the Government Street Collaborative joins with the surrounding neighborhoods, particularly those in Old Dauphin Way, in asking for a holdover to allow a more complete planning process, which addresses area residential concerns, to occur. To that end, the GSC and ODW as well other surrounding neighborhoods and residents stand ready to continue our discussions with the Griffiths to arrive at a mutually beneficial agreement on the use (s) of the property.**

13. FAILING A HOLDOVER, WE REQUEST THAT YOU DENY THE APPLICATION FOR INCOMPLETENESS AND, IN ADDITION TO THE ISSUES STATED ABOVE, THE LACK OF SPECIFIC INFORMATION AS TO USE THAT WOULD FULFILL THE REQUIREMENT OF A NEEDED USE FOR THE AREA.

Mindful that commercial property owners have a need and the legal right to make viable use of their property within current ordinances, we as neighbors in the surrounding districts commit to working with the owners to the extent that their development will:

A. Do justice to area residents' investments and Quality of Life;

B. Provide necessary or otherwise desirable, acceptably low-impact commerce that supports daily residential life in the adjacent and surrounding historic districts,

C. Help stabilize or even elevate the legacy of Government Street as Mobile's historic gateway corridor.

York, Marie

From: Barbara Caddell <barbara.caddell@gmail.com>
Sent: Wednesday, January 18, 2023 1:00 PM
To: Planning
Subject: Comment on SUB-002272-2022, PUD-002274-2022, & ZON-002273-2022

CAUTION: External Email

January 18, 2022

Dear Commissioners,

As a property owner in the Old Dauphinway Historic district, I am writing in opposition to Agenda Item #1 (SUB002272-2022, PUD-002274-2022, and ZON-002273-2022), the application by Griffith Shell for a PUD, subdivision, and Up-Zoning of land. Griffith Shell's current operations include a filling station, auto repair with adjacent storage yard, a defunct carwash, a convenience store, and a truck rental and repair business. Many of these activities are in violation of the current zoning regulations.

The zoning ordinance requires an applicant for rezoning to show manifest error, a change of condition, or an increased need for business sites. None are relevant here. The applicant claims rezoning is necessary to correct an error in the zoning ordinance but provides no factual information to support this claim.

Contrary to the applicant's assumption that split zoning is a manifest error, split zoning is not a reason per se to up-zone a property, especially since the property in question is located in a mixed-use historic district with residential properties to the north, east, and south. In fact, Government Street is designated as a Traditional Corridor on the Future Land Use Plan, which is by definition a mixed-use environment.

The comprehensive plan emphasizes moderately scaled small businesses and residences that highlight historic structures and connect to downtown. Expanding B2 zoning as envisaged by this application will destroy the vision of small-scale, mixed-use developments and encourage the continuation of non-conforming activities.

When the station was built in 1959 it was zoned C-1 (community business), a similar designation to the current one. Neighbors are not opposed to having a service station and have patronized this station for years. We do object to expanding its nonconforming uses as well as to the lax enforcement of the terms of previous variances, which create the potential for expanding uses that will harm the neighborhood if the property is up-zoned. The business has a long history of noncompliance with the zoning regulations and variances they've previously been granted.

There simply is no reason to change the zoning on this property. The current zoning classifications afford the owner a wide variety of uses that would be compatible with the existing service station and the vision embodied in the Traditional Corridor designation.

Respectfully,

Barbara Caddell

1321 Dauphin St., Mobile 36604

District 2

York, Marie

From: Theresa Davidson <theresadavidson80@gmail.com>
Sent: Wednesday, January 18, 2023 11:49 AM
To: Planning
Subject: Griffith Shell

Some people who received this message don't often get email from theresadavidson80@gmail.com. Learn why this is important

CAUTION: External Email

Please hold over the meeting for the Griffith Shell proposal to rezone their property from B1 to B2

I am not in favor of this rezoning as is.

The neighborhood would like more time with the Griffiths to work out a plan compliant with our historic neighborhood.

Thank you.

Theresa Davidson
164 Hannon Ave, Mobile, AL 36604

York, Marie

From: Brock Killingsworth <brock.killingsworth@gmail.com>
Sent: Wednesday, January 18, 2023 2:24 PM
To: Planning
Subject: Opposition to Griffith Shell Rezoning

Some people who received this message don't often get email from brock.killingsworth@gmail.com. Learn why this is important

CAUTION: External Email

Good afternoon,

I officially oppose the Griffith Shell zoning request. I believe in protecting our historic neighborhood from potentially unwanted business expansion. Making changes for unknown impacts puts our neighborhoods at risk.

Brock Killingsworth

Sent from my iPhone

York, Marie

From: Stacey Killingsworth <stacey.killingsworth@gmail.com>
Sent: Wednesday, January 18, 2023 1:20 PM
To: Planning
Subject: Opposition to up-zoning request

[Some people who received this message don't often get email from stacey.killingsworth@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

CAUTION: External Email

Good afternoon,

I officially oppose the Griffith Shell zoning request. I believe in protecting our historic neighborhood from potentially unwanted business expansion.

Thank you,
Stacey Killingsworth

President Chance Hall
Past President Susan Thomas
Vice President Programming Michelle Rodgers
Vice President Membership Karen Green
Treasurer Hank Caddell
Secretary Bettie Champion

PO Box 41045 Mobile, AL 36640

Dear Planning Commission,

The Old Dauphin Way Association board is opposed to the current request for rezoning of the Griffith Shell property adjacent to the Griffith Service Station at Government and Ann Streets. We feel the proposed change from B-1 to B-2 zoning for a parcel of land adjacent to historic R-1 properties on South Ann and South Georgia Avenue would be detrimental to the historic nature of the neighborhood. The change to a B-2 zoning would allow a higher intensity of businesses which could prove disruptive to the residents in the area, possibly not meet a need for the neighborhood and the current application consists of an ambiguity that does not give the neighborhoods the protections afforded in the rezoning guidelines.

The current list of exclusions voted on by the Old Dauphin Way Association Board is as follows:

Animal Services (Indoor and Outdoor)
Adult Entertainment
Civic Space
Cultural Facility
Entertainment facility of event venue
Night Club
Recreational facility (Indoor and Outdoor)
Youth organization camp
Club or Lodge (public or private)
Religious Facility
Auto Service
Car Wash
Gasoline Sales
Gasoline Sales with Auto Service
Truck Stop
Truck Repair
Broadcast Transmission Facility
Alternative Financial Service Provider
Automated Teller Machine - Free Standing Drive Up
Bar/Lounge
Food Sales > 60,000sf
Mobile Food Vender Park
Restaurant (Drive Thru)
Restaurant (Drive In)

Snack or Beverage Bars
Armory (Private)
Correctional Facilities (Private)
Emergency Response Facility (Private)
Social Assistance, Welfare and Charitable Services
Community Residence (Less than 5 persons)
Community Residence (5 or more persons)
Community Residence Transitional (Less than 5 persons)
Community Residence Transitional (More than 5 persons)
Fraternity or Sorority Dorms
Emergency Refuge
Emergency Shelter
Foster Care Adult/Child
Life Care or Continuing Services
Rooming and Boarding
Hotel/Motel
Recreational Vehicle Park
Short Term Rentals
Retirement Home/Elderly Housing
Oil and Gas Company (Drilling)
Hospital
Appliance Repair Services
Bail Bond Services
Building Maintenance Services
Convenience Store
Convenience Store with Gasoline Sales
Hardware/Home Improvement > 30,000sf
Liquor Store
Machinery and Equipment Rental and Leasing
Parking Facility
Transit Shelter
Heliport/Miscellaneous Air Transportation
Utility not within a structure

The Old Dauphin Way Association and adjacent neighborhood organizations are working in good faith with the Griffiths to come to an agreement on the exclusions listed above.

Sincerely,

Chance Hall
Acting President
Old Dauphin Way Association

York, Marie

From: Ann Stafford <annmstafford@gmail.com>
Sent: Wednesday, January 18, 2023 10:26 AM
To: Planning
Subject: Griffith's Shell

[Some people who received this message don't often get email from annmstafford@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

CAUTION: External Email

I am asking you to deny Griffith's Shell's request for zoning change. The expanded business is not in keeping with the character of the area, will cause undue traffic and littler, and will create an eyesore in one of Mobile's loveliest corridors.

We lived two blocks from a similar business in our former home in Austin, and found it to be a constant nuisance with large trucks rattling down quiet residential streets, trash blowing from the dumpsters, and unwanted items dumped at the edge of the lot. Homeless people would sneak into unlocked trucks to sleep at night, and without restroom facilities, the lot became very unsanitary.

Please listen to the neighbors and support our request to deny the variance.

Ann Stafford
311 McDonald Ave
Mobile, AL 36604

York, Marie

From: Ann Stafford <annmstafford@gmail.com>
Sent: Wednesday, January 18, 2023 10:34 AM
To: Planning
Subject: Griffith's Shell

[Some people who received this message don't often get email from annmstafford@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

CAUTION: External Email

I do not support Griffith's Shell's request for zoning change. The expanded business is not in keeping with the character of the area, will cause undue traffic and will create an eyesore in one of Mobile's loveliest corridors. We lived two blocks from a similar business in our former home and found it to be a constant nuisance with large trucks cutting down residential streets, trash blowing from the dumpsters, and unwanted items dumped at the edge of the lot. Please listen to the neighbors and support our request to preserve the beauty of the area.

I am secretary of the Leinkauf Historic District Neighborhood Association, but as we have not had an opportunity to meet on this topic, I speak for myself, not the organization.

Ann Stafford
311 McDonald Ave
Mobile, AL 36604

York, Marie

From: Susan Thomas <susanthomas1744@comcast.net>
Sent: Tuesday, January 17, 2023 9:54 PM
To: Planning
Subject: Shell zoning change request

Some people who received this message don't often get email from susanthomas1744@comcast.net. Learn why this is important

CAUTION: External Email

Members of the Planning Commission:

I am requesting that you do not approve Griffith Shell's request to upzone some of their property at Government and Ann Streets from a B-1 zoning to a B-2 zoning. Through the years I've watched the Government Street corridor become more and more commercialized. This property is adjacent to historic residential neighborhoods which wish to keep the historic nature of their area. Allowing more intensive business in this area would only be detrimental to the neighborhood. As has been outlined in previous correspondence from Brenda Bolton of the Government Street Collaborative, upzoning should only be considered if there is a clear need for expansion of commercial sites. Currently there are many vacancies in commercial buildings on Government Street so clearly a need does not exist to expand commercial property in the area.

Thank you for your consideration.

Susan Thomas
Board Member
Old Dauphin Way Association
1744 Hunter Avenue

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 16, 2022

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

Re: **North side of Government Street, 140'± East of South Ann Street**
Council District 2
ZON-002273-2022 (Rezoning)
Griffith Shell (Gerald Byrd, Agent)
Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

At its meeting on December 15, 2022, the Planning Commission considered the above referenced Zoning application.

After discussion and the request of the Applicant, the Planning Commission Heldover the application to the January 19th meeting.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

Online Comments received for PC – December 15, 2022

Agenda #01 SUB-002272-2022 (Subdivision) / PUD-002274-2022 (Planned Unit Development) / ZON-002273-2022 (Rezoning)
Griffith Subdivision Addition to / Griffith Shell (1260 & 1262 Government Street)

Brenda Bolton
brendabolton310@gmail.com
310 West Street Mobile AL 36604
2022-12-12 04:16:08

I object to the PUD application which will combine properties currently zoned B1 and B2 and which are adjacent to R1 historic residential properties in the Old Dauphinway History District and Up zoning of the resulting single lot from B1 portions to B2. Recognizing the "split zoning" issue I and others request that the PUD not include the existing service station parcel so that a single lot PUD can be more appropriately zoned B1 Buffer Business rather than expanding half the block to B2. The basis of our opposition includes but is not limited to: 1. The current B1 zoning is more appropriate to the location and aligns with the existing zoning of current boundary adjacencies which are B1 and R1. While the corner service station is B2 to extend that intense zoning east for half the block will result in placing B2 adjacent to marketable historic R1 properties on both S. Ann and S. Georgia. 2. Should Council approve the single lot subdivision we request that the lower intensity B1 zone be designated for the PUD and that the PUD be limited to the properties east of the actual service station parcel i.e. the service station parcel excluded from the PUD. The properties on the east side adjacency are all B1 and provide a necessary and appropriate buffer between residential R1 and the more intense B2 gas station on the NW corner of Ann St and Government St. This property is located in a historic district adjacent to historic districts and an R1 residential neighborhood to the north east and across Government St to the south where the area's historic church property faces this corner. 3. Zoning code is intended to guide the most appropriate use of land according to the city's comprehensive plan strengthen the fabric of the area and the Quality of Life of residents and therefore lots are to be up-zoned only when there is a clear need for expansion of commercial sites. An assessment of nearby vacant and undeveloped sites including those already B2 makes it clear that no such commercial expansion is necessary to serve the needs of the area or the city. Just diagonally across Government Street sits evidence of this in the vacant pharmacy building zoned for commercial use vacant for years now. Shoppes of Midtown a few blocks away struggle to retain tenants and currently has ongoing vacancies. Several office buildings in the area fronting Government remain vacant and unused. It is a pretense to justify up zoning as a NEED for expanded commercial development property on Government Street in this area. The only stable development on Government Street from Broad west to Memorial Park is historic residential investment. 4. Re-zoning should be rare and necessary in order to bring stability to an area. The existing zoning which was in place when the applicants acquired their lots is adequate to the needs of the area and still provides reasonable development opportunities for owners. We ask that justice be done to this area and that residential investments made in good faith be protected. We further ask that any re-zoning if ultimately awarded be the lower intensity B-1 already in place on the eastern half of this block. There are several other points to be made. First this PUD seems to intentionally create a "split zoning" situation by connecting the B1 property to the existing service station that requires B2 zoning. It would appear this is intentional to provide a justification for up zoning the entire PUD to B2 in order to support the service station. However this property can be appropriately designated a Planned Unit Development without combining it with the service station parcel. This will allow the split zoning to

be resolved by zoning the entire newly created parcel excluding the service station parcel as B1. B1 offers a reasonable range of commercial development opportunities to serve the needs of the neighborhood as well as provide the owners with a range of development opportunities. The same Variance that currently allows the car wash could continue to do so. Finallly should the Commission choose to up zone to B2 we would ask that the decision be held over until the owners meet with neighborhood representatives and submit a Notarized Voluntary Exclusion Covenant such as was done in 2019 to exclude the most objectionable high intensity B2 businesses.

York, Marie

From: Preston Griffith Jr. <prestongriffithjr@gmail.com>
Sent: Friday, December 9, 2022 1:34 PM
To: York, Marie
Subject: Re-zoning Govt St at Ann

[You don't often get email from prestongriffithjr@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

CAUTION: External Email

This is to inform the zoning board and other interested stakeholders that I , Preston W. Griffith Jr. am NO LONGER affiliated with the station at 1260 Government Street . I have been gone since mid 2020 so any violation that was made was not on my watch. I also want to make clear that I in NO WAY support this rezoning application. In Fact, if approved it will likely landlock a piece of property that I co-own . I cannot attend the meeting to voice my concerns and I have been diagnosed with Lou Gehrig's disease, commonly known as ALS. Additionally, I am currently in litigation with the new owner SBPG LLC.

Thank you ,
Preston Griffith , Jr.

Sent from my iPhone

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

APPLICANT(S)

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

KARI P. GIVENS Date: 12/8/22

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

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

PROPERTY OWNER(S)

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

Signature: Christina Dolan Middleton Date: 12/8/2022

Type name:	CHRISTINE DOLAN MIDDLETON
Business Name:	
Address:	314 RIVERDALE DRIVE
City, State, Zip Code:	TUSCALOOSA, AL 35406
Telephone:	205-799-3362 Email:

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

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

Signature: Christina Dolan Middleton Date: 12/8/2022

Type name: CHRISTINE DOLAN MIDDLETON

Use additional pages / copies of this form as needed.

P & Z - December 2017

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

APPLICANT(S)

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

Kari P. Givens Date: 12/8/22

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

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

PROPERTY OWNER(S)

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

Signature: Hays Waller Date: 12/8/22

Type name:	HAYS WALLER
Business Name:	
Address:	3524 SPRINGWOOD DRIVE E.
City, State, Zip Code:	MOBILE, AL 36608
Telephone:	251-643-5379 Email:

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

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

Signature: Hays Waller Date: 12/8/2022

Type name: HAYS WALLER

Use additional pages / copies of this form as needed.

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

APPLICANT(S)

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

Kari P. Givens Date: 12/08/22

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

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

PROPERTY OWNER(S)

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

Signature: C. Lee Waller IV Date: 12/08/22

Type name:	CHARLES LEE WALLER IV
Business Name:	
Address:	65 BYRNES BOULEVARD
City, State, Zip Code:	MOBILE, AL 36608
Telephone:	251-402-8168 Email:

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

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

Signature: C. Lee Waller IV Date: 12/08/22

Type name: CHARLES LEE WALLER IV

Use additional pages / copies of this form as needed.

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 5, 2022

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

Re: **North side of Government Street, 140'± East of South Ann Street**
Council District 2
ZON-002273-2022 (Rezoning)
Griffith Shell (Gerald Byrd, Agent)
Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

At its meeting on December 1, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion and the request of the Applicant, the Planning Commission Heldover the application to the December 15th meeting.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

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

November 28, 2022

Planning & Zoning Department
City of Mobile

Re: Griffith Shell Applications

We are requesting a holdover to the Planning Commission meeting scheduled for December 15th for SUB-002272-2022, ZON-002273-2022, & PUD-002274-2002 currently on the December 1st agenda. We are also requesting a holdover for BOA-002275-2022 currently scheduled for the December 5th meeting to the Board of Adjustment meeting on January 9th. The property owners and the surrounding neighbors have a meeting scheduled December 13th to discuss the proposed changes.

Thanks in advance for your consideration of this request.

Sincerely,

Gerald D. Byrd
GDB/kpg

MOBILE CITY PLANNING COMMISSION
November 21, 2022
PUBLIC HEARING NOTICE

Re: **North side of Government Street, 140'± East of South Ann Street**
Council District 2
ZON-002273-2022 (Rezoning)
Griffith Shell (Gerald Byrd, Agent)
Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, December 1, 2022, 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.

The proposed zoning district is Rezoning from, B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate 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 or fax:

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, **by 2:00 p.m.** on **Wednesday, November 30, 2022,** 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
November 21, 2022
PUBLIC HEARING NOTICE

Re: North side of Government Street, 140'± East of South Ann Street
Council District 2
ZON-002273-2022 (Rezoning)
Griffith Shell (Gerald Byrd, Agent)
Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, December 1, 2022, 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.

The proposed zoning district is Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, by **2:00 p.m.** on **Wednesday, November 30, 2022,** 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 Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

NARRATIVE FOR REZONING APPLICATION FOR 1260 GOVERNMENT STREET

THIS PROPERTY CURRENTLY HAS TWO ZONING CLASSIFICATIONS, B-2 ON THE WESTERN PORTION AND B-1 ON THE EASTERN PORTION, AND HAS BEEN DEVELOPED AS A CARWASH FOR APPROXIMATELY 25 YEARS. THE OWNER HAS SUBMITTED A SUBDIVISION APPLICATION THAT COMBINES THESE PARCELS INTO A SINGLE LOT. THIS REZONING REQUEST WILL CORRECT AN ERROR IN THE ZONING ORDINANCE AND PROVIDE A SINGLE B-2 CLASSIFICATION FOR BOTH PARCELS. SINCE THERE IS NO CHANGE IN THE DEVELOPMENT USE, THIS SHOULD NOT HAVE A NEGATIVE IMPACT ON THE SURROUNDING PROPERTIES. PLANS TO RE-OPEN WILL COMMENCE 6 TO 8 MONTHS AFTER FINAL APPROVAL OF REZONING BY THE CITY COUNCIL.

ZON-002273-2022
1260 Govt St

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

APPLICANT(S)

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

Kari P. Givens Date: 11/2/2022

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

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

PROPERTY OWNER(S)

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

Signature: Date: 11/2/2022

Type name:	STEPHEN M. GRIFFITH
Business Name:	SBPG, LLC
Address:	9 SPRING BANK ROAD N.
City, State, Zip Code:	MOBILE, AL 36608
Telephone: 251-635-8202	Email:

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

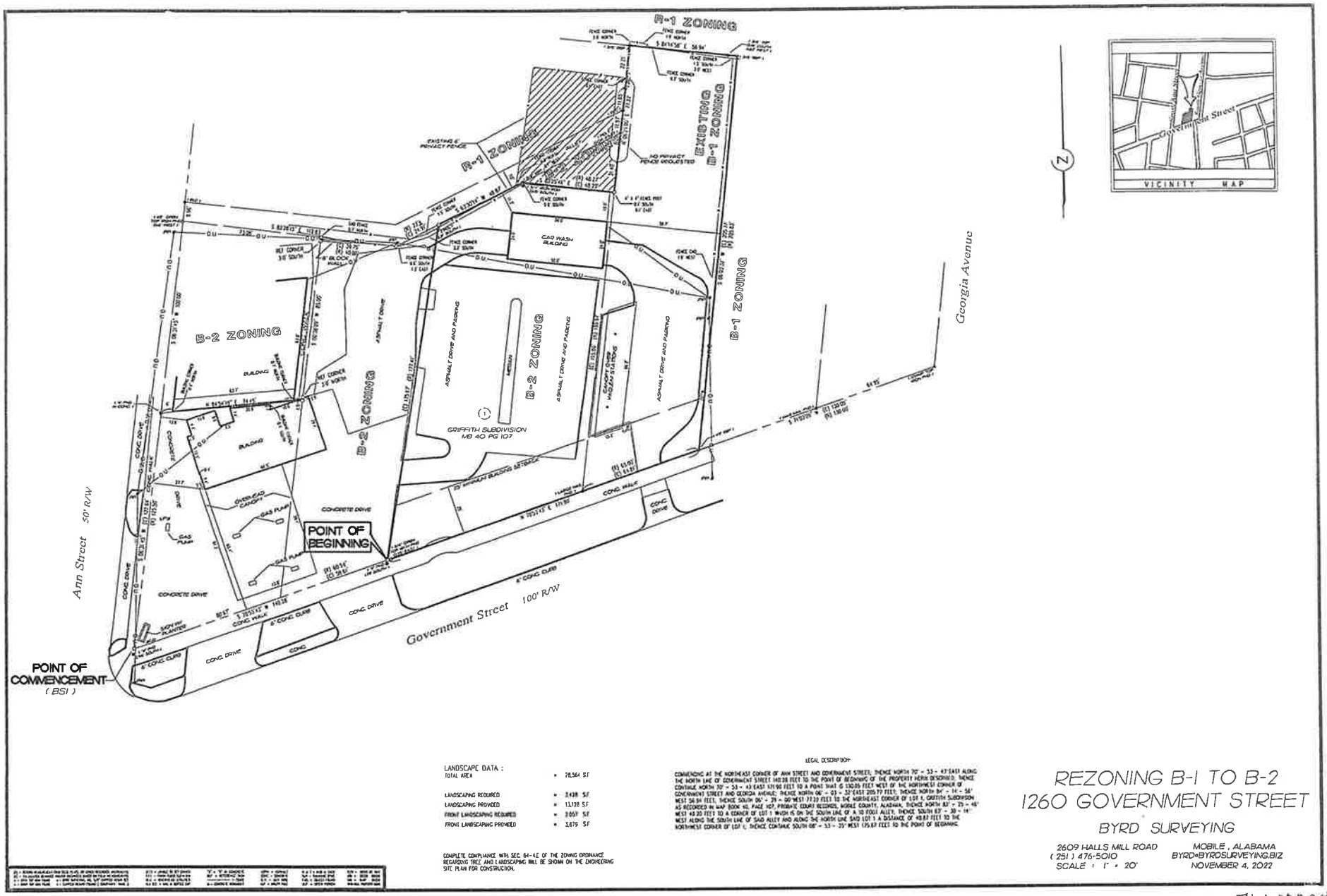
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission or Board of Zoning Adjustment application, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed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

Signature: Date: 11/2/2022

Type name: STEPHEN M. GRIFFITH

Use additional pages / copies of this form as needed.

ZON-002273-2022
1210 Adv H St



LANDSCAPE DATA :

TOTAL AREA	=	28,564 SF
LANDSCAPING REQUIRED	=	2,428 SF
LANDSCAPING PROVIDED	=	13,128 SF
FRONT LANDSCAPING REQUIRED	=	2,057 SF
FRONT LANDSCAPING PROVIDED	=	3,879 SF

COMPLETE COMPLIANCE WITH SEC. 64-4.E OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE ENGINEERING SITE PLAN FOR CONSTRUCTION.

LEGAL DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF ANN STREET AND GOVERNMENT STREET; THENCE NORTH 70° - 53' - 43" EAST ALONG THE NORTH LINE OF GOVERNMENT STREET 140.38 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 70° - 53' - 43" EAST 171.90 FEET TO A POINT THAT IS 130.00 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT STREET AND GEORGIA AVENUE; THENCE NORTH 06° - 03' - 33" EAST 205.77 FEET; THENCE NORTH 84° - 14' - 58" WEST 56.94 FEET; THENCE SOUTH 06° - 39' - 00" WEST 77.20 FEET TO THE NORTHEAST CORNER OF LOT 1, GRIFFITH SUBDIVISION AS RECORDED IN MAP BOOK 40, PAGE 107, PRIVATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 83° - 23' - 48" WEST 40.20 FEET TO A CORNER OF LOT 1 WHICH IS ON THE SOUTH LINE OF A 10 FOOT ALLEY; THENCE SOUTH 83° - 30' - 19" WEST ALONG THE SOUTH LINE OF SAID ALLEY AND ALONG THE NORTH LINE SAID LOT 1 A DISTANCE OF 49.87 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE SOUTH 06° - 53' - 25" WEST 175.67 FEET TO THE POINT OF BEGINNING.

REZONING B-1 TO B-2
1260 GOVERNMENT STREET

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 20'

MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
NOVEMBER 4, 2022

ZON-002273-2022
1260 Government St.

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

SBPG, LLC
Stephen M. Griffith
9 Spring Bank Road N.
Mobile, AL 36608

Jonellis, LLC
1834 Somerset Court
Gurnee, IL 60031

Gilbert & Bettie Champion
116 S. Georgia Avenue
Mobile, AL 36604

CPS & CO
1260 Government St.
Mobile, AL 36604

Ronald & Julianne McBay
105 S. Ann Street
Mobile, AL 36604

Sheila B. Davis
1351 Avondale Avenue
Jacksonville, FL 32205

All Saints Church
151 S. Ann Street
Mobile, AL 36604

Mobile Female Benevolent Society
1257 Government Street
Mobile, AL 36604

RX Mobile Investors, LLC
c/o Rite Aid Store 7115
P. O. Box 3165
Harrisburg, PA 17105

ARC FMMOBAL001, LLC
Fresenius Medical Care
3850 N. Causeway Blvd., Ste. 1400
Metarie, LA 7002

David & Deborah Anthony
1212 Government Street
Mobile, AL 36604

John & Julie Vitalo
1216 Government Street
Mobile, AL 36604

Julia Greer & David Fobes, II
113 S. Georgia Avenue
Mobile, AL 36604

David M. Burroughs
111 S. Georgia Avenue
Mobile, AL 36604

Andrew & Savannah Browning
109 S. Georgia Avenue
Mobile, AL 36604

Kevin & Janet Shaw
106 S. Georgia Avenue
Mobile, AL 36604

Kenneth M. Cross
108 S. Georgia Avenue
Mobile, AL 36604

Emily Jo & Brandon Lee Lawrence
112 S. Georgia Avenue
Mobile, AL 36604

Amelia C. Bacon
71 S. Ann Street
Mobile, AL 36604

Dwain & Candace Sealy
73 S. Ann Street
Mobile, AL 36604

Jodie & Jay Smith
75 S. Ann Street
Mobile, AL 36604

Damon & Robin Burroughs, III
77 S. Ann Street
Mobile, AL 36604

Evan Burdette & Amy Robertson
79 S. Ann Street
Mobile, AL 36604

Robert Varley & Patricia Ivie
103 S. Ann Street
Mobile, AL 36604

Big Boy Properties, LLC
119 S. Ann Street, #A
Mobile, AL 36604

Ruby Maharjan
3918 Pierson Drive W.
Mobile, AL 36619

DBL-P Properties, LLC
119 S. Ann Street
Mobile, AL 36604

Elisa Sargent
5725 S. Zante Circle
Aurora, CO 80015

Calley C. Coldsmith
1305 Brown Street
Mobile, AL 36604

Brian & Pamela Dykes
66 S. Ann Street
Mobile, AL 36604

Anthony E. Weaver
64 S. Ann Street
Mobile, AL 36604

Joseph & Carolyn Ringhoffer
1211 Government Street
Mobile, AL 36604

John & Angela Bentley
2810 Grant Street
Mobile, AL 36606

Government Street, LLC
1252 Dauphin Street
Mobile, AL 36604

SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT **Date: March 16, 2023**

NAME Griffith Shell

SUBDIVISION NAME Griffith Shell Subdivision

LOCATION North side of Government Street, 140'± East of South Ann Street.

CITY COUNCIL DISTRICT District 2

PRESENT ZONING B-1, Buffer Business District and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot / 0.7± Acres (Subdivision and Rezoning)
2 Lots / 1.3± Acres (PUD)

CONTEMPLATED USE Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE FOR DEVELOPMENT Not Provided

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide and label the monument set or found at each subdivision corner.
C. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
D. Provide the Surveyor's Certificate.
E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the 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 – 5,000 sf.
F. 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.
G. 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.
H. 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.
I. 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.
J. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
K. 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: Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.

Rezoning: No Comments.

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 Section 64-6 of the City's Zoning Ordinance.

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 (2012 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.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The applicant has informed staff that a neighborhood meeting has been scheduled for December 13th to discuss the proposed changes to the subject site, and has requested that the applications be heldover to the December 15th Planning Commission meeting so that they can provide additional information gathered at the community meeting.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Planned Unit Development: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Rezoning: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Revised for the December 15th meeting:

The applications were heldover by the Planning Commission at the December 1st meeting at the request of the applicant to allow for a scheduled community meeting to be held on December 13th.

While the community meeting has yet to occur, this staff report will provide an analysis of the information currently available.

The site has been given a Traditional Mixed-Use Corridor (TC) land use designation, per the adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

The TC use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

A portion of the site had Subdivision and Rezoning applications approved by the Planning Commission at its July 18, 2019 meeting. The City Council subsequently tabled the rezoning application, and the Subdivision approval was allowed to expire. The applicant has now submitted new Subdivision and Rezoning applications, as well as a Planned Unit Development (PUD) application to allow shared access between building sites.

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.

The proposed Subdivision fronts Government Street, a principal arterial street, per the Major Street Plan, and has a compliant right-of-way width of 100-feet, making no dedication necessary. The site also fronts an alley to the North, which is not identified on the preliminary plat. If approved, all abutting rights-of-way should be provided.

The proposed lot size is provided in square feet and acres, and meets the minimum standards set forth in Section V.D.2. of the Subdivision Regulations. As such, if approved, this information should be retained on the Final Plat.
The 25-foot front minimum building setback is shown along Government Street. If approved, the 25-foot setback should be retained on the Final Plat.

Regarding access management, a note should be placed on the Final Plat stating Traffic Engineering comments, if approved. Furthermore, if approved, a note should be placed on the Final Plat prohibiting access to the alley.

Regarding the PUD, the applicant provided the following narrative:

> *THIS APPLICATION IS TO ALLOW THE ENTRY DRIVE INTO THE CARWASH TO BE LOCATED ON THE PARCEL ADJOINING ON THE WEST THAT IS PART OF THE "GRIFFITH SHELL SERVICE STATION". THE CARWASH WAS CONSTRUCTED APPROXIMATELY 25 YEARS AGO AND THIS ENTRY DRIVE LOCATION WAS PART OF THE CONSTRUCTION PLANS APPROVED BY THE CITY AND HAS NEVER CREATED AN ACCESS PROBLEM. THE EXIT FROM THE CARWASH IS DIRECT TO GOVERNMENT STREET. ALSO, THE SERVICE STATION USES THE PARKING AREA ON THE CARWASH SITE FOR OVERFLOW PARKING.*

PUD review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and, that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and, to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

It is very important to note that PUD review is site plan specific; therefore, any future changes to the overall site plan must be submitted for PUD review. Furthermore, PUD approvals expire after one year if no permits are obtained.

At its February 1999 meeting, the Board of Zoning Adjustment approved a variance to allow the construction of vacuum stalls on the portion of the site that is zoned B-1 as they are associated with the car wash, and car washes are not permitted in the B-1 zoning district.

The site received Administrative PUD approval in July 2006 to allow shared access between multiple building sites, and to allow the development of an adjacent, undeveloped site with the vacuum stalls and canopy that were previously approved by the Board of Zoning Adjustment. It was suggested at that time that, since the overall site is split-zoned, further expansion of the development would require Subdivision, Rezoning, and PUD applications to be approved by the Planning Commission to combine all metes-and-bounds parcels, rezone all properties to one (1) zoning classification, and to allow cross-access and multiple buildings.

While the applicant is not proposing to expand the development at this time, consolidation of the parcels on which the car wash and vacuum stalls are located into one (1) lot, and rezoning to eliminate the resulting split-zoned property, require the previously approved PUD to be revised to reflect the changing lot lines and zoning classification.

The site plan submitted illustrates an existing convenience store with an automobile maintenance shop, multiple gasoline pumps covered by a canopy, a car wash building, five (5) vacuum stalls covered by a canopy, and a parking lot with 19 parking spaces. Two (2) curb cuts along Government Street and two (2) curb cuts along South Ann Street provide access to the convenience store and gasoline pumps. Access to the car wash building, vacuum stalls, and parking lot are through the convenience store site via an asphalt drive that facilitates one-way traffic through the adjacent lot, egressing onto Government Street via a 14.5'±-wide concrete driveway. As mentioned, no changes to the existing layout are proposed; and, because the site has been developed in its current configuration for at least 25 years, per the applicant, full compliance with any requirements of the Zoning Ordinance that would impact the existing site layout should not be required at this time (e.g. tree plantings, landscape area plantings, site lighting, etc.).

In addition to the aforementioned land uses, a variance request to allow truck leasing on the property will be reviewed by the Board of Zoning Adjustment at its January 9, 2023 meeting. If any changes to the site plan occur as a result of the variance, such as additional parking spaces for the trucks, a revised PUD site plan will need to be submitted to the Planning and Zoning Department for review. If substantive, additional approval of such changes may be required by the Planning Commission.

It should be noted that no dumpster is illustrated on the site plan, and there is no note regarding waste removal from the site. Google Street View images indicate a dumpster is located on the property and, while it may not be required to meet the enclosure and sanitary sewer connection requirements of the Zoning Ordinance at this time, it does need to be illustrated on a revised site plan and meet the setback requirements of the underlying zoning district.

Regarding the proposed Rezoning, the applicant provided the following narrative:

> *THIS PROPERTY CURRENTLY HAS TWO ZONING CLASSIFICATIONS, B-2 ON THE WESTERN PORTION AND B-1 ON THE EASTERN PORTION,*

AND HAS BEEN DEVELOPED AS A CARWASH FOR APPROXIMATELY 25 YEARS. THE OWNER HAS SUBMITTED A SUBDIVISION APPLICATION THAT COMBINES THESE PARCELS INTO A SINGLE LOT. THIS REZONING REQUEST WILL CORRECT AN ERROR IN THE ZONING ORDINANCE AND PROVIDE A SINGLE B-2 CLASSIFICATION FOR BOTH PARCELS. SINCE THERE IS NO CHANGE IN THE DEVELOPMENT USE, THIS SHOULD NOT HAVE A NEGATIVE IMPACT ON THE SURROUNDING PROPERTIES. PLANS TO RE-OPEN WILL COMMENCE 6 TO 8 MONTHS AFTER FINAL APPROVAL OF REZONING BY THE CITY COUNCIL.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

A similar request for rezoning was reviewed by the Planning Commission at its April 18, 2019 meeting. The request was subsequently heldover, first to the May 16, 2019 meeting to resolve issues associated with a concurrent subdivision application. The request was heldover a second time, at the applicant's request, to the June 20, 2019 meeting. After discussion at its June 20th meeting, the Planning Commission heldover the application to the July 18, 2019 meeting to allow the applicant time to submit a properly executed Voluntary Conditions and Use Restrictions form prohibiting certain uses, as proposed by the applicant. Finally, at its July 18th meeting, the Planning Commission recommended approval of the application to City Council, subject to: 1) the submittal of the original (as revised), notarized Voluntary Use Restriction form; 2) completion of the subdivision process; and, 3) full compliance with all municipal codes and ordinances. However, the request expired after one (1) year as the required fees to advance the application to City Council were never paid.

As the applicant mentions, subdivision of the site to consolidate various parcels will result in a lot that is split-zoned B-1, Buffer Business District, and B-2, Neighborhood Business District. As such, the request demonstrates that it meets at least one (1) condition of the policy that amending the ordinance would be appropriate in that the subdivision of land into building sites makes reclassification of the land necessary and desirable. Also, the application serves as an expansion of an existing B-2 district and the site is located along a significant transportation corridor. Moreover, B-2 zoning is consistent with the Traditional Mixed-Use Corridor land use designation it has been given, as detailed in the Future Land Use Map.

RECOMMENDATION

Subdivision: *The application is recommended for Tentative Approval, subject to the following conditions:*

1) *revision of the Final Plat to depict all abutting rights-of-way;*
2) *retention of the lot sizes in square feet and acres;*
3) *retention of the 25-foot minimum building setback line along all street frontages;*
4) *full compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A) Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B) Provide and label the monument set or found at each subdivision corner. C) Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. D) Provide the Surveyor's Certificate. E) Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the 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 – 5,000 sf. F) 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. G) 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. H) 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. I) 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. J) Add a note that all easements shall remain in effect until vacated through the proper Vacation process. K) 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.);*
5) *placement of a note on the Final Plat stating 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 Section 64-6 of the City's Zoning Ordinance.);*
6) *compliance with 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.);*

7) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 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.); and*
8) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Planned Unit Development: *Staff recommends the following Findings of Fact for Approval:*

a. *The proposal promotes the objective of flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations) by permitting cross access between building sites and multiple buildings, thus accommodating existing conditions of the site; and,*
b. *The proposal promotes the objective of efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment) by facilitating minor changes to a site whose impact on the use of the land may be considered less demanding of resources than denser commercial developments within the neighborhood; and,*
c. *the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities), because services already exist in the area.*

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) *revision of the site plan to depict the existing dumpster and that it meets the setback requirements of the underlying zoning district;*
2) *placement of a note on the revised site plan stating any future changes to the site may require additional approvals;*
3) *full compliance with Engineering comments: (Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.);*
4) *placement of a note on the site plan stating 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 Section 64-6 of the City's Zoning Ordinance.);*
5) *compliance with 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.);*
6) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012*

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.); and

7) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Rezoning: *This application is recommended for Approval for the following reason:*

1) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

Revised for the January 19th meeting:

The applications were heldover by the Planning Commission at the December 1st meeting at the request of the applicant. No additional information has been submitted to staff for review, therefore the previous recommendation remains.

RECOMMENDATION

Subdivision: *The application is recommended for Tentative Approval, subject to the following conditions:*

1) revision of the Final Plat to depict all abutting rights-of-way;
2) retention of the lot sizes in square feet and acres;
3) retention of the 25-foot minimum building setback line along all street frontages;
4) full compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A) Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B) Provide and label the monument set or found at each subdivision corner. C) Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. D) Provide the Surveyor's Certificate. E) Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the 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 – 5,000 sf. F) 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. G) 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. H) 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. I) 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. J) Add a note that all easements shall remain in effect until vacated through the proper Vacation process. K) 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.);

5) *placement of a note on the Final Plat stating 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 Section 64-6 of the City's Zoning Ordinance.);*
6) *compliance with 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.);*
7) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 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.); and*
8) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Planned Unit Development: *Staff recommends the following Findings of Fact for Approval:*

a. *The proposal promotes the objective of flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations) by permitting cross access between building sites and multiple buildings, thus accommodating existing conditions of the site; and,*
b. *The proposal promotes the objective of efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment) by facilitating minor changes to a site whose impact on the use of the land may be considered less demanding of resources than denser commercial developments within the neighborhood; and,*
c. *the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities), because services already exist in the area.*

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) *revision of the site plan to depict the existing dumpster and that it meets the setback requirements of the underlying zoning district;*
2) *placement of a note on the revised site plan stating any future changes to the site may require additional approvals;*
3) *full compliance with Engineering comments: (Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.);*
4) *placement of a note on the site plan stating 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 Section 64-6 of the City's Zoning Ordinance.);*
5) *compliance with 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.);*
6) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 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.); and*
7) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Rezoning: *This application is recommended for Approval for the following reason:*

a) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

1) *completion of the Subdivision process; and*
2) *full compliance with all municipal codes and ordinances.*

Revised for the March 16th meeting:

The applications were heldover by the Planning Commission from the January 19th meeting at the applicant's request, to the February 15th meeting. The applicant then asked for the applications to be heldover to the March 16th meeting.

The applicant has submitted a signed and notarized copy of a Voluntary Conditions & Use Restrictions form. It should be noted that the list below is for uses specified in the UDC. Out of the 114 total uses allowed by-right in a B-2 district, the applicant is proposing that the 45 (39.4%) following uses be prohibited from being located at the subject site:

- *Armory (Private)*
- *Emergency Response Facility (Private)*
- *Social Assistance, Welfare and Charitable Services*
- *Community Residence (Less than 5 persons)*
- *Community Residence (5 or more persons)*
- *Community Residence Transitional (Less than 5 persons)*
- *Community Residence Transitional (More than 5 persons)*
- *Fraternity or Sorority Dorms*
- *Emergency Refuge*
- *Emergency Shelter*
- *Foster Care, Adult/Child*
- *Life Care or Continuing Services*
- *Rooming and Boarding*
- *Short Term Rentals*
- *Motel/Hotel*
- *Recreational Vehicle Park*
- *Retirement Home/Elderly Housing*
- *Bail Bond Services*
- *Adult Entertainment*
- *Entertainment Facility of Event Venue*
- *Recreational Facility (Indoor and Outdoor)*
- *Youth Organization Camo*
- *Hardware/Home Improvement Stores and Building Materials < 30,000 sf*
- *Oil and Gas Company (Drilling)*
- *Hospital*
- *Appliance Repair Services*
- *Building Maintenance Services*
- *Animal Services (Indoor and Outdoor)*
- *Civic Space*
- *Cultural Facility*
- *Religious Facility*
- *Broadcast Transmission Facility*
- *Alternative Financial Service Provider*
- *Automated Teller Machine - Free Standing Drive Up*
- *Liquor Store*
- *Heliport/Miscellaneous Air Transportation*
- *Parking Facility*
- *Transit Shelter*
- *Truck Stop*
- *Truck Repair*
- *Machinery and Equipment Rental and Leasing*
- *Utility, Not Within a Structure*
- *Correctional Facilities (private)*
- *Club or Lodge*
- *Nightclub*

*In addition to the uses the applicant has agreed to prohibit being located at the site, they also submitted a list of 11 additional uses (49.1%) the neighborhood wishes to have prohibited from the site. The applicant has **NOT** agreed to prohibiting the following:*

- *Auto Service*
- *Car Wash*
- *Convenience Store*
- *Food Sales > 60,000 sf*
- *Convenience Store with Gasoline Sales*

- *Gasoline Sales*
- *Gasoline Sales with Auto Service*
- *Mobile Food Vendor Park*
- *Restaurant Drive Thru*
- *Restaurant Drive In*
- *Snack or Beverage Bar*

It should be noted that the Subdivision and rezoning request is only for the two (2) Easternmost parcels of the development, therefore any voluntary use restrictions approved as part of the rezoning application will only apply to those parcels, and not the remainder of the development. Furthermore, any existing variances that have been approved for the site will still remain applicable.

RECOMMENDATION

Subdivision: *The application is recommended for Tentative Approval, subject to the following conditions:*

1) *revision of the Final Plat to depict all abutting rights-of-way;*
2) *retention of the lot sizes in square feet and acres;*
3) *retention of the 25-foot minimum building setback line along all street frontages;*
4) *full compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A) Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B) Provide and label the monument set or found at each subdivision corner. C) Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. D) Provide the Surveyor's Certificate. E) Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the 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 – 5,000 sf. F) 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. G) 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. H) 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. I) 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. J) Add a note that all easements shall remain in effect until vacated through the proper Vacation process. K) 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.);*

5) *placement of a note on the Final Plat stating 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 Section 64-6 of the City's Zoning Ordinance.);*
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8) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Planned Unit Development: *Staff recommends the following Findings of Fact for Approval:*

a. *The proposal promotes the objective of flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations) by permitting cross access between building sites and multiple buildings, thus accommodating existing conditions of the site; and,*
b. *The proposal promotes the objective of efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment) by facilitating minor changes to a site whose impact on the use of the land may be considered less demanding of resources than denser commercial developments within the neighborhood; and,*
c. *the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities), because services already exist in the area.*

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) *revision of the site plan to depict the existing dumpster and that it meets the setback requirements of the underlying zoning district;*
2) *placement of a note on the revised site plan stating any future changes to the site may require additional approvals;*
3) *full compliance with Engineering comments: (Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.);*

4) *placement of a note on the site plan stating 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 Section 64-6 of the City's Zoning Ordinance.);*
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7) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

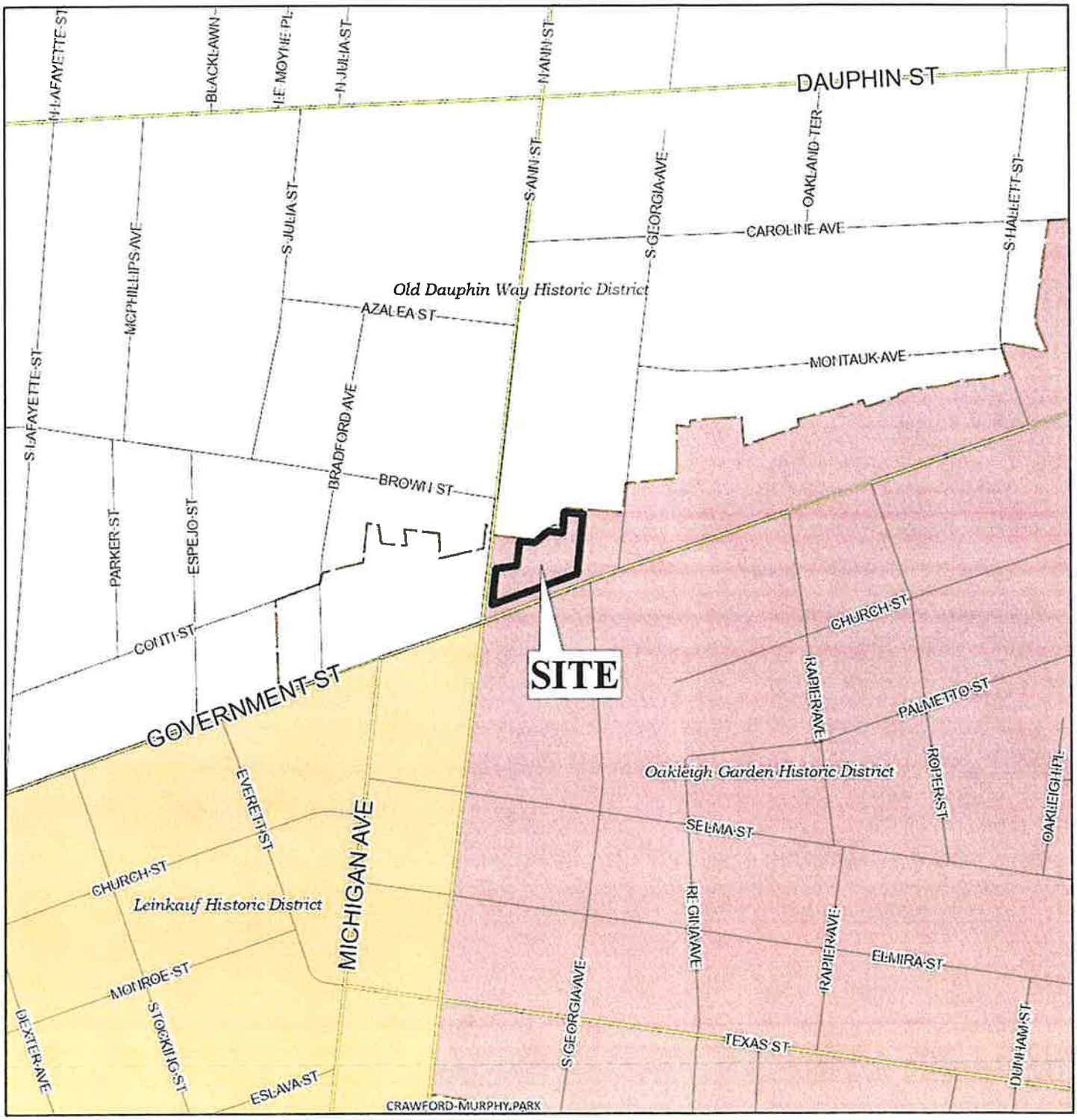
Rezoning: *This application is recommended for Approval for the following reason:*

a) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

1) *completion of the Subdivision process; and*
2) *full compliance with all municipal codes and ordinances.*

LOCATOR MAP



APPLICATION NUMBER 2 DATE March 16, 2023

APPLICANT Griffith Subdivision Addition to

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 2 DATE March 16, 2023

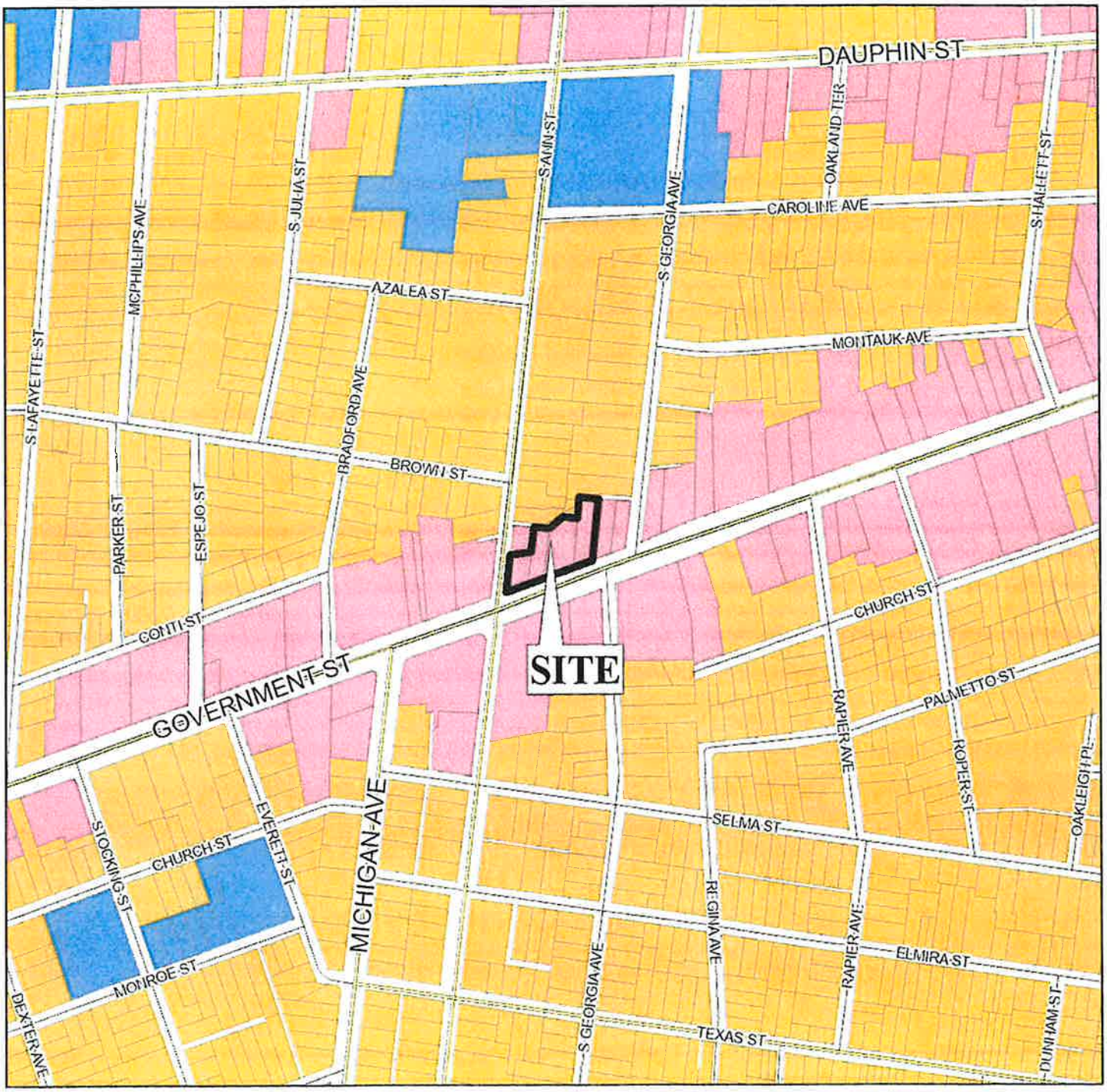
APPLICANT Griffith Subdivision Addition to

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 2 DATE March 16, 2023

APPLICANT Griffith Subdivision Addition to

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

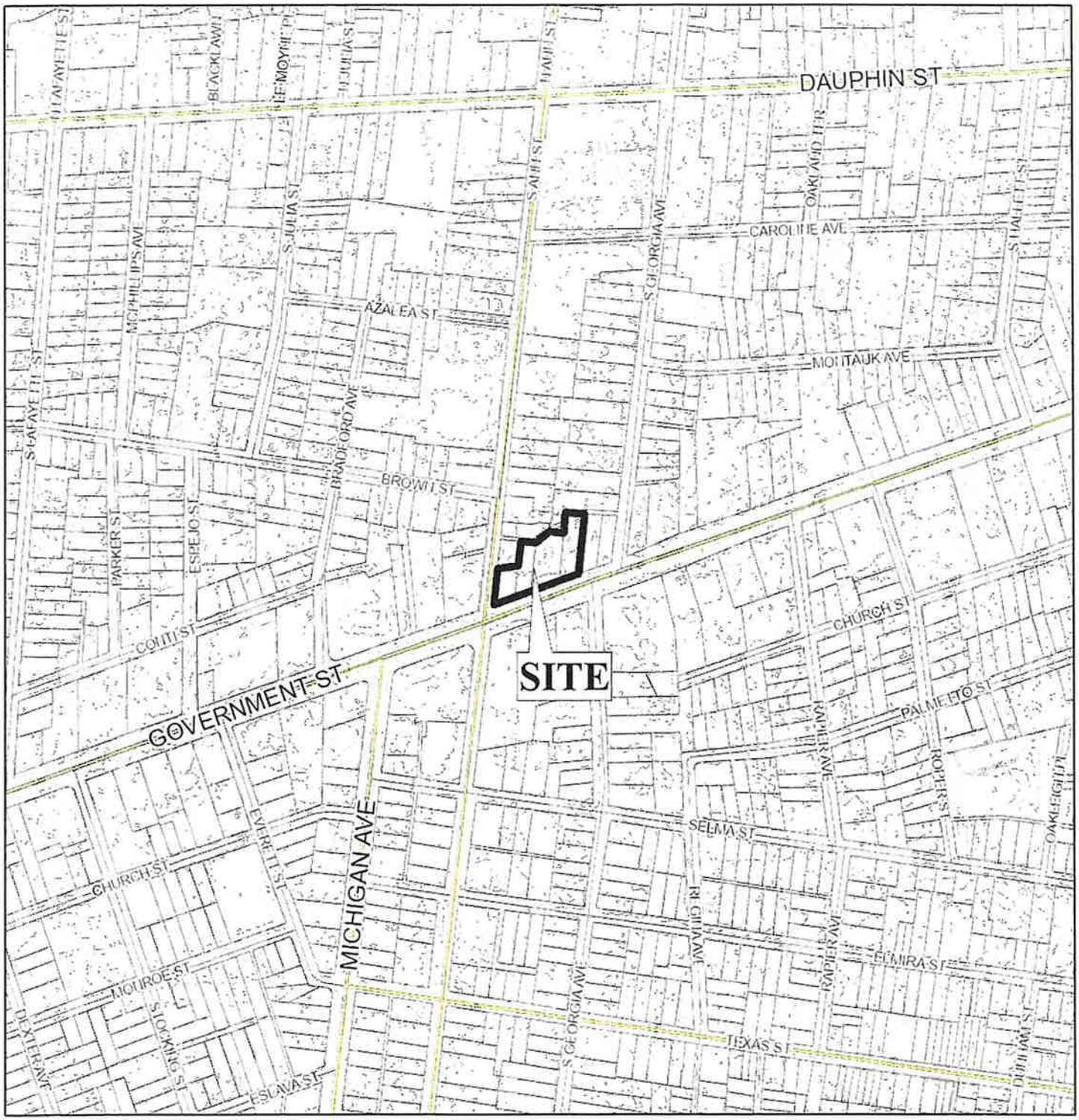
Layer2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 2 DATE March 16, 2023

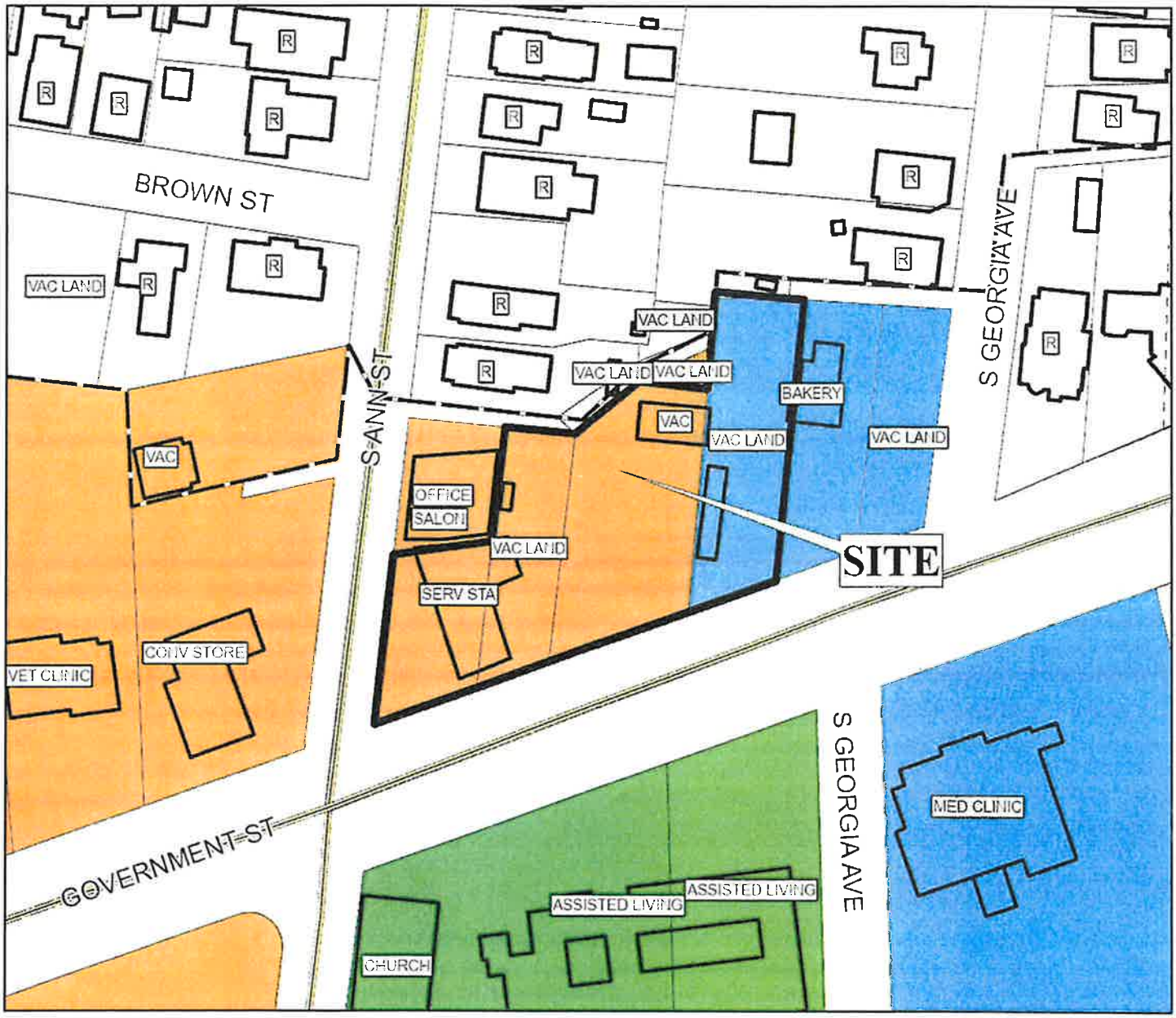
APPLICANT Griffith Subdivision Addition to

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded residential and commercial units

APPLICATION NUMBER 2 DATE March 16, 2023

APPLICANT Griffith Subdivision Addition to

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

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded residential and commercial units

APPLICATION NUMBER 2 DATE March 16, 2023

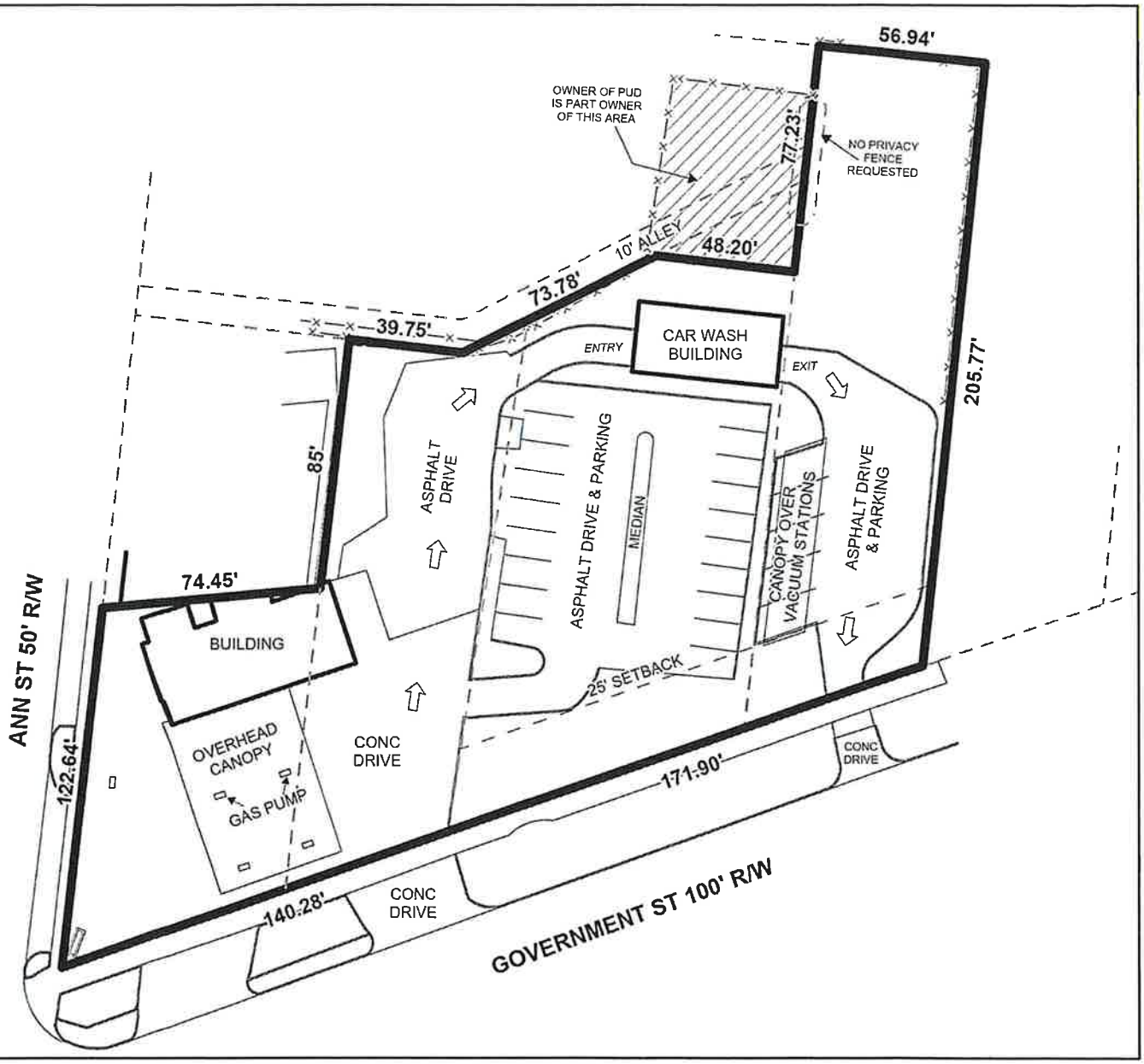
APPLICANT Griffith Subdivision Addition to

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

N

NTS

SITE PLAN



The site plan illustrates the existing buildings, parking, setback, and fences.

APPLICATION NUMBER 2 DATE March 16, 2023

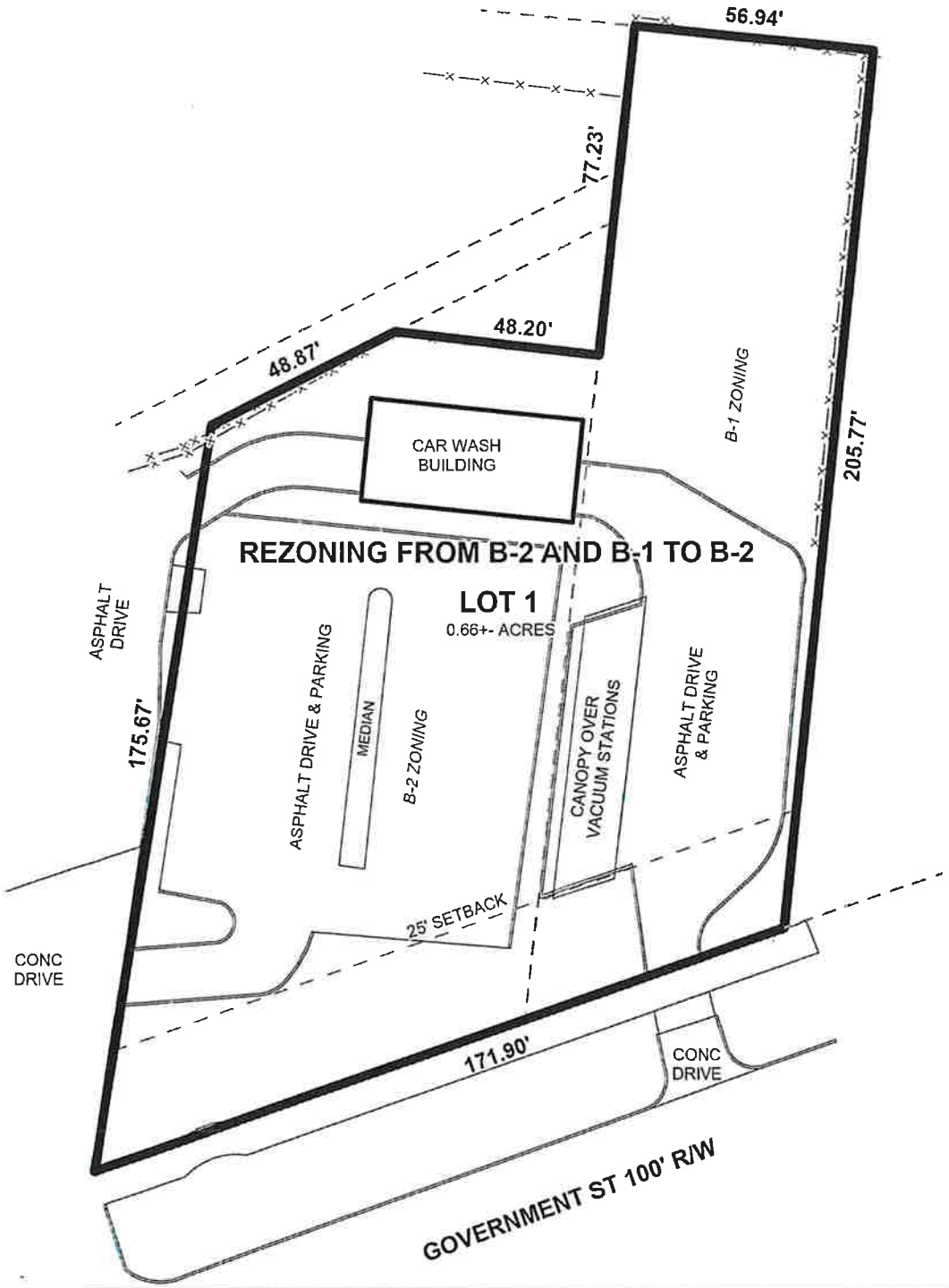
APPLICANT Griffith Subdivision Addition to

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

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NTS

DETAIL SITE PLAN



APPLICATION NUMBER 2 DATE March 16, 2023

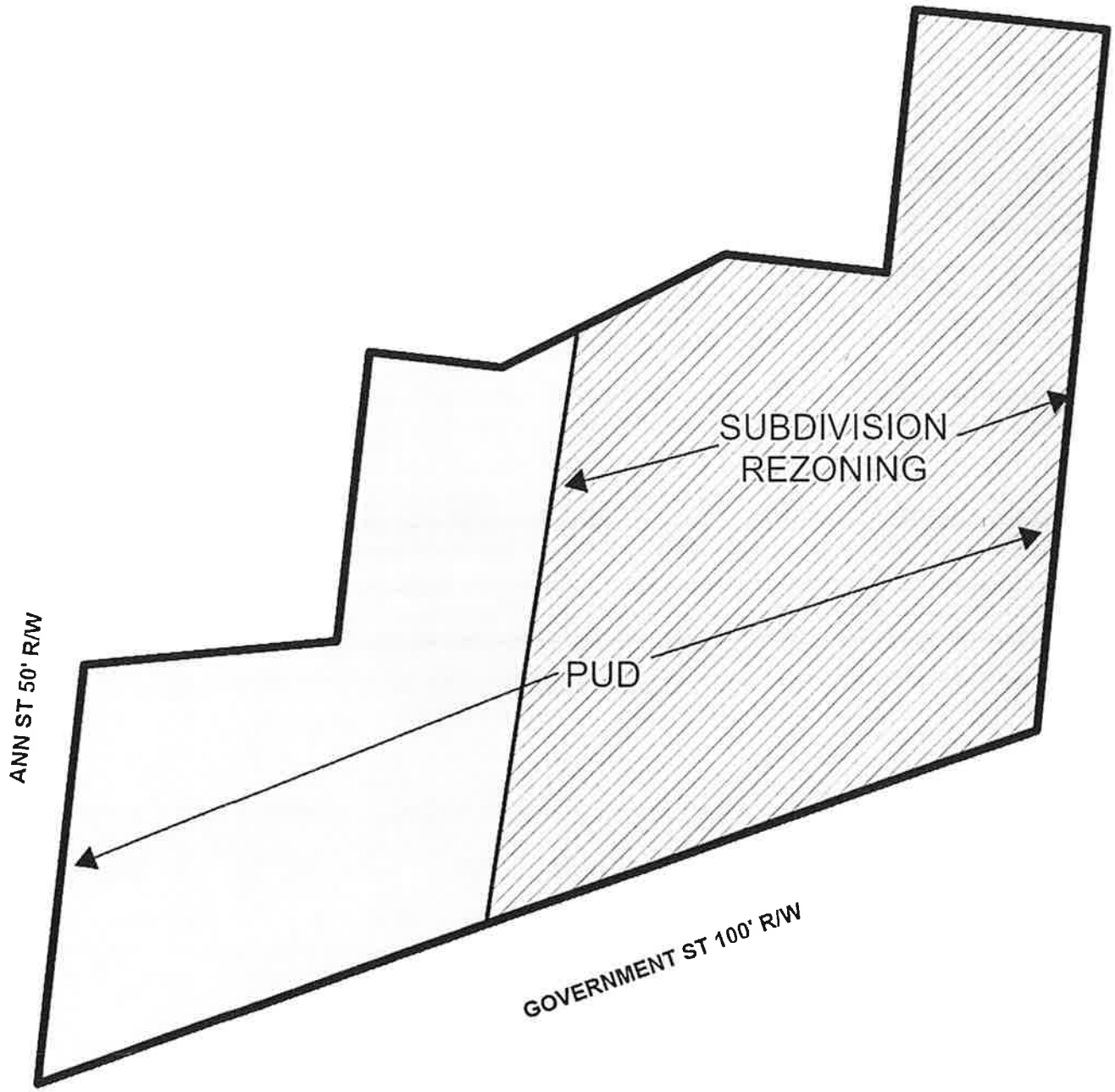
APPLICANT Griffith Subdivision Addition to

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 2 DATE March 16, 2023

APPLICANT Griffith Subdivision Addition to

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

N

NTS

**SUBDIVISION,
PLANNED UNIT DEVELOPMENT, &
ZONING AMENDMENT STAFF REPORT** **Date: February 15, 2023**

Heldover to the March 16th meeting

NAME Griffith Bell

SUBDIVISION NAME Griffith Bell Subdivision

LOCATION North side of Government Street, 140'± East of South Ann Street.

CITY COUNCIL DISTRICT District 2

PRESENT ZONING B-1, Buffer Business District and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot/7.7± Acres (Subdivision and rezoning)
2 Lots/8.3± Acres (PUD)

CONTEMPLATED USE Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE FOR DEVELOPMENT Not approved

SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT **Date: January 19, 2023**

NAME Griffith Shell

SUBDIVISION NAME Griffith Shell Subdivision

LOCATION North side of Government Street, 140'± East of South Ann Street.

CITY COUNCIL DISTRICT District 2

PRESENT ZONING B-1, Buffer Business District and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot / 0.7± Acres (Subdivision and Rezoning)
2 Lots / 1.3± Acres (PUD)

CONTEMPLATED USE Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE FOR DEVELOPMENT Not Provided

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide and label the monument set or found at each subdivision corner.
C. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
D. Provide the Surveyor's Certificate.
E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the 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 – 5,000 sf.
F. 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.
G. 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.
H. 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.
I. 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.
J. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
K. 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: Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.

Rezoning: No Comments.

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 Section 64-6 of the City's Zoning Ordinance.

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 (2012 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.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The applicant has informed staff that a neighborhood meeting has been scheduled for December 13th to discuss the proposed changes to the subject site, and has requested that the applications be heldover to the December 15th Planning Commission meeting so that they can provide additional information gathered at the community meeting.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Planned Unit Development: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Rezoning: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Revised for the December 15th meeting:

The applications were heldover by the Planning Commission at the December 1st meeting at the request of the applicant to allow for a scheduled community meeting to be held on December 13th.

While the community meeting has yet to occur, this staff report will provide an analysis of the information currently available.

The site has been given a Traditional Mixed-Use Corridor (TC) land use designation, per the adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

The TC use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

A portion of the site had Subdivision and Rezoning applications approved by the Planning Commission at its July 18, 2019 meeting. The City Council subsequently tabled the rezoning application, and the Subdivision approval was allowed to expire. The applicant has now submitted new Subdivision and Rezoning applications, as well as a Planned Unit Development (PUD) application to allow shared access between building sites.

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.

The proposed Subdivision fronts Government Street, a principal arterial street, per the Major Street Plan, and has a compliant right-of-way width of 100-feet, making no dedication necessary. The site also fronts an alley to the North, which is not identified on the preliminary plat. If approved, all abutting rights-of-way should be provided.

The proposed lot size is provided in square feet and acres, and meets the minimum standards set forth in Section V.D.2. of the Subdivision Regulations. As such, if approved, this information should be retained on the Final Plat.
The 25-foot front minimum building setback is shown along Government Street. If approved, the 25-foot setback should be retained on the Final Plat.

Regarding access management, a note should be placed on the Final Plat stating Traffic Engineering comments, if approved. Furthermore, if approved, a note should be placed on the Final Plat prohibiting access to the alley.

Regarding the PUD, the applicant provided the following narrative:

> *THIS APPLICATION IS TO ALLOW THE ENTRY DRIVE INTO THE CARWASH TO BE LOCATED ON THE PARCEL ADJOINING ON THE WEST THAT IS PART OF THE "GRIFFITH SHELL SERVICE STATION". THE CARWASH WAS CONSTRUCTED APPROXIMATELY 25 YEARS AGO AND THIS ENTRY DRIVE LOCATION WAS PART OF THE CONSTRUCTION PLANS APPROVED BY THE CITY AND HAS NEVER CREATED AN ACCESS PROBLEM. THE EXIT FROM THE CARWASH IS DIRECT TO GOVERNMENT STREET. ALSO, THE SERVICE STATION USES THE PARKING AREA ON THE CARWASH SITE FOR OVERFLOW PARKING.*

PUD review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and, that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and, to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

It is very important to note that PUD review is site plan specific; therefore, any future changes to the overall site plan must be submitted for PUD review. Furthermore, PUD approvals expire after one year if no permits are obtained.

At its February 1999 meeting, the Board of Zoning Adjustment approved a variance to allow the construction of vacuum stalls on the portion of the site that is zoned B-1 as they are associated with the car wash, and car washes are not permitted in the B-1 zoning district.

The site received Administrative PUD approval in July 2006 to allow shared access between multiple building sites, and to allow the development of an adjacent, undeveloped site with the vacuum stalls and canopy that were previously approved by the Board of Zoning Adjustment. It was suggested at that time that, since the overall site is split-zoned, further expansion of the development would require Subdivision, Rezoning, and PUD applications to be approved by the Planning Commission to combine all metes-and-bounds parcels, rezone all properties to one (1) zoning classification, and to allow cross-access and multiple buildings.

While the applicant is not proposing to expand the development at this time, consolidation of the parcels on which the car wash and vacuum stalls are located into one (1) lot, and rezoning to eliminate the resulting split-zoned property, require the previously approved PUD to be revised to reflect the changing lot lines and zoning classification.

The site plan submitted illustrates an existing convenience store with an automobile maintenance shop, multiple gasoline pumps covered by a canopy, a car wash building, five (5) vacuum stalls covered by a canopy, and a parking lot with 19 parking spaces. Two (2) curb cuts along Government Street and two (2) curb cuts along South Ann Street provide access to the convenience store and gasoline pumps. Access to the car wash building, vacuum stalls, and parking lot are through the convenience store site via an asphalt drive that facilitates one-way traffic through the adjacent lot, egressing onto Government Street via a 14.5'±-wide concrete driveway. As mentioned, no changes to the existing layout are proposed; and, because the site has been developed in its current configuration for at least 25 years, per the applicant, full compliance with any requirements of the Zoning Ordinance that would impact the existing site layout should not be required at this time (e.g. tree plantings, landscape area plantings, site lighting, etc.).

In addition to the aforementioned land uses, a variance request to allow truck leasing on the property will be reviewed by the Board of Zoning Adjustment at its January 9, 2023 meeting. If any changes to the site plan occur as a result of the variance, such as additional parking spaces for the trucks, a revised PUD site plan will need to be submitted to the Planning and Zoning Department for review. If substantive, additional approval of such changes may be required by the Planning Commission.

It should be noted that no dumpster is illustrated on the site plan, and there is no note regarding waste removal from the site. Google Street View images indicate a dumpster is located on the property and, while it may not be required to meet the enclosure and sanitary sewer connection requirements of the Zoning Ordinance at this time, it does need to be illustrated on a revised site plan and meet the setback requirements of the underlying zoning district.

Regarding the proposed Rezoning, the applicant provided the following narrative:

> *THIS PROPERTY CURRENTLY HAS TWO ZONING CLASSIFICATIONS, B-2 ON THE WESTERN PORTION AND B-1 ON THE EASTERN PORTION,*

AND HAS BEEN DEVELOPED AS A CARWASH FOR APPROXIMATELY 25 YEARS. THE OWNER HAS SUBMITTED A SUBDIVISION APPLICATION THAT COMBINES THESE PARCELS INTO A SINGLE LOT. THIS REZONING REQUEST WILL CORRECT AN ERROR IN THE ZONING ORDINANCE AND PROVIDE A SINGLE B-2 CLASSIFICATION FOR BOTH PARCELS. SINCE THERE IS NO CHANGE IN THE DEVELOPMENT USE, THIS SHOULD NOT HAVE A NEGATIVE IMPACT ON THE SURROUNDING PROPERTIES. PLANS TO RE-OPEN WILL COMMENCE 6 TO 8 MONTHS AFTER FINAL APPROVAL OF REZONING BY THE CITY COUNCIL.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

A similar request for rezoning was reviewed by the Planning Commission at its April 18, 2019 meeting. The request was subsequently heldover, first to the May 16, 2019 meeting to resolve issues associated with a concurrent subdivision application. The request was heldover a second time, at the applicant's request, to the June 20, 2019 meeting. After discussion at its June 20th meeting, the Planning Commission heldover the application to the July 18, 2019 meeting to allow the applicant time to submit a properly executed Voluntary Conditions and Use Restrictions form prohibiting certain uses, as proposed by the applicant. Finally, at its July 18th meeting, the Planning Commission recommended approval of the application to City Council, subject to: 1) the submittal of the original (as revised), notarized Voluntary Use Restriction form; 2) completion of the subdivision process; and, 3) full compliance with all municipal codes and ordinances. However, the request expired after one (1) year as the required fees to advance the application to City Council were never paid.

As the applicant mentions, subdivision of the site to consolidate various parcels will result in a lot that is split-zoned B-1, Buffer Business District, and B-2, Neighborhood Business District. As such, the request demonstrates that it meets at least one (1) condition of the policy that amending the ordinance would be appropriate in that the subdivision of land into building sites makes reclassification of the land necessary and desirable. Also, the application serves as an expansion of an existing B-2 district and the site is located along a significant transportation corridor. Moreover, B-2 zoning is consistent with the Traditional Mixed-Use Corridor land use designation it has been given, as detailed in the Future Land Use Map.

RECOMMENDATION

Subdivision: *The application is recommended for Tentative Approval, subject to the following conditions:*

1) *revision of the Final Plat to depict all abutting rights-of-way;*
2) *retention of the lot sizes in square feet and acres;*
3) *retention of the 25-foot minimum building setback line along all street frontages;*
4) *full compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A) Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B) Provide and label the monument set or found at each subdivision corner. C) Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. D) Provide the Surveyor's Certificate. E) Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the 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 – 5,000 sf. F) 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. G) 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. H) 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. I) 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. J) Add a note that all easements shall remain in effect until vacated through the proper Vacation process. K) 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.);*
5) *placement of a note on the Final Plat stating 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 Section 64-6 of the City's Zoning Ordinance.);*
6) *compliance with 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.);*

7) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 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.); and*
8) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Planned Unit Development: *Staff recommends the following Findings of Fact for Approval:*

a. *The proposal promotes the objective of flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations) by permitting cross access between building sites and multiple buildings, thus accommodating existing conditions of the site; and,*
b. *The proposal promotes the objective of efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment) by facilitating minor changes to a site whose impact on the use of the land may be considered less demanding of resources than denser commercial developments within the neighborhood; and,*
c. *the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities), because services already exist in the area.*

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) *revision of the site plan to depict the existing dumpster and that it meets the setback requirements of the underlying zoning district;*
2) *placement of a note on the revised site plan stating any future changes to the site may require additional approvals;*
3) *full compliance with Engineering comments: (Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.);*
4) *placement of a note on the site plan stating 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 Section 64-6 of the City's Zoning Ordinance.);*
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6) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012*

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.); and

7) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Rezoning: *This application is recommended for Approval for the following reason:*

1) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

1) *completion of the Subdivision process; and*
2) *full compliance with all municipal codes and ordinances.*

Revised for the January 19th meeting:

The applications were heldover by the Planning Commission at the December 1st meeting at the request of the applicant. No additional information has been submitted to staff for review, therefore the previous recommendation remains.

RECOMMENDATION

Subdivision: *The application is recommended for Tentative Approval, subject to the following conditions:*

1) *revision of the Final Plat to depict all abutting rights-of-way;*
2) *retention of the lot sizes in square feet and acres;*
3) *retention of the 25-foot minimum building setback line along all street frontages;*
4) *full compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A) Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B) Provide and label the monument set or found at each subdivision corner. C) Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. D) Provide the Surveyor's Certificate. E) Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the 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 – 5,000 sf. F) 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. G) 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. H) 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. I) 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. J) Add a note that all easements shall remain in effect until vacated through the proper Vacation process. K) 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.);

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6) *compliance with 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.);*
7) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 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.); and*
8) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Planned Unit Development: *Staff recommends the following Findings of Fact for Approval:*

a. *The proposal promotes the objective of flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations) by permitting cross access between building sites and multiple buildings, thus accommodating existing conditions of the site; and,*
b. *The proposal promotes the objective of efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment) by facilitating minor changes to a site whose impact on the use of the land may be considered less demanding of resources than denser commercial developments within the neighborhood; and,*
c. *the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities), because services already exist in the area.*

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) *revision of the site plan to depict the existing dumpster and that it meets the setback requirements of the underlying zoning district;*
2) *placement of a note on the revised site plan stating any future changes to the site may require additional approvals;*
3) *full compliance with Engineering comments: (Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.);*
4) *placement of a note on the site plan stating 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 Section 64-6 of the City's Zoning Ordinance.);*
5) *compliance with 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.);*
6) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 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.); and*
7) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

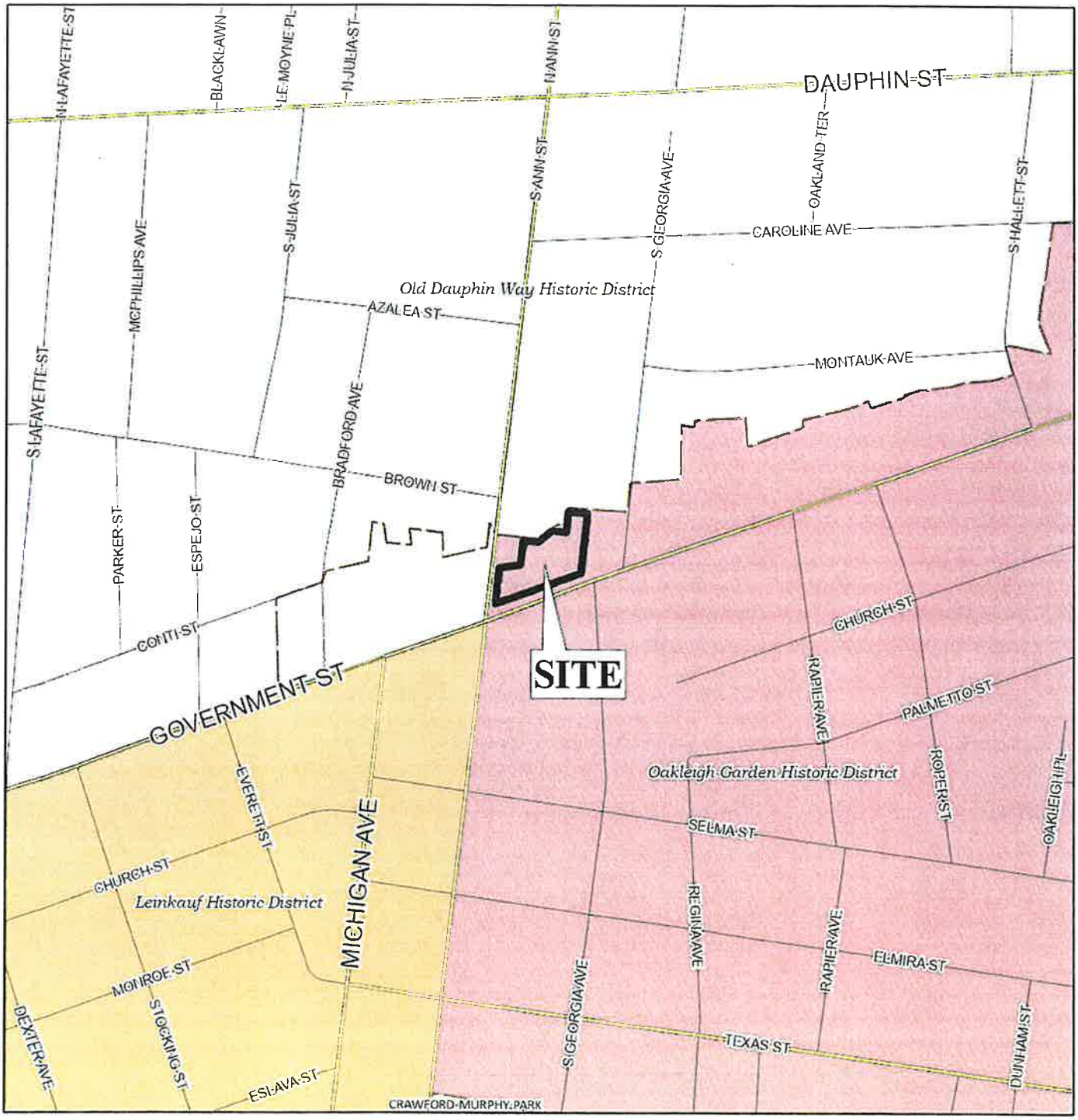
Rezoning: *This application is recommended for Approval for the following reason:*

a) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

1) *completion of the Subdivision process; and*
2) *full compliance with all municipal codes and ordinances.*

LOCATOR MAP



APPLICATION NUMBER 1 DATE January 19, 2023

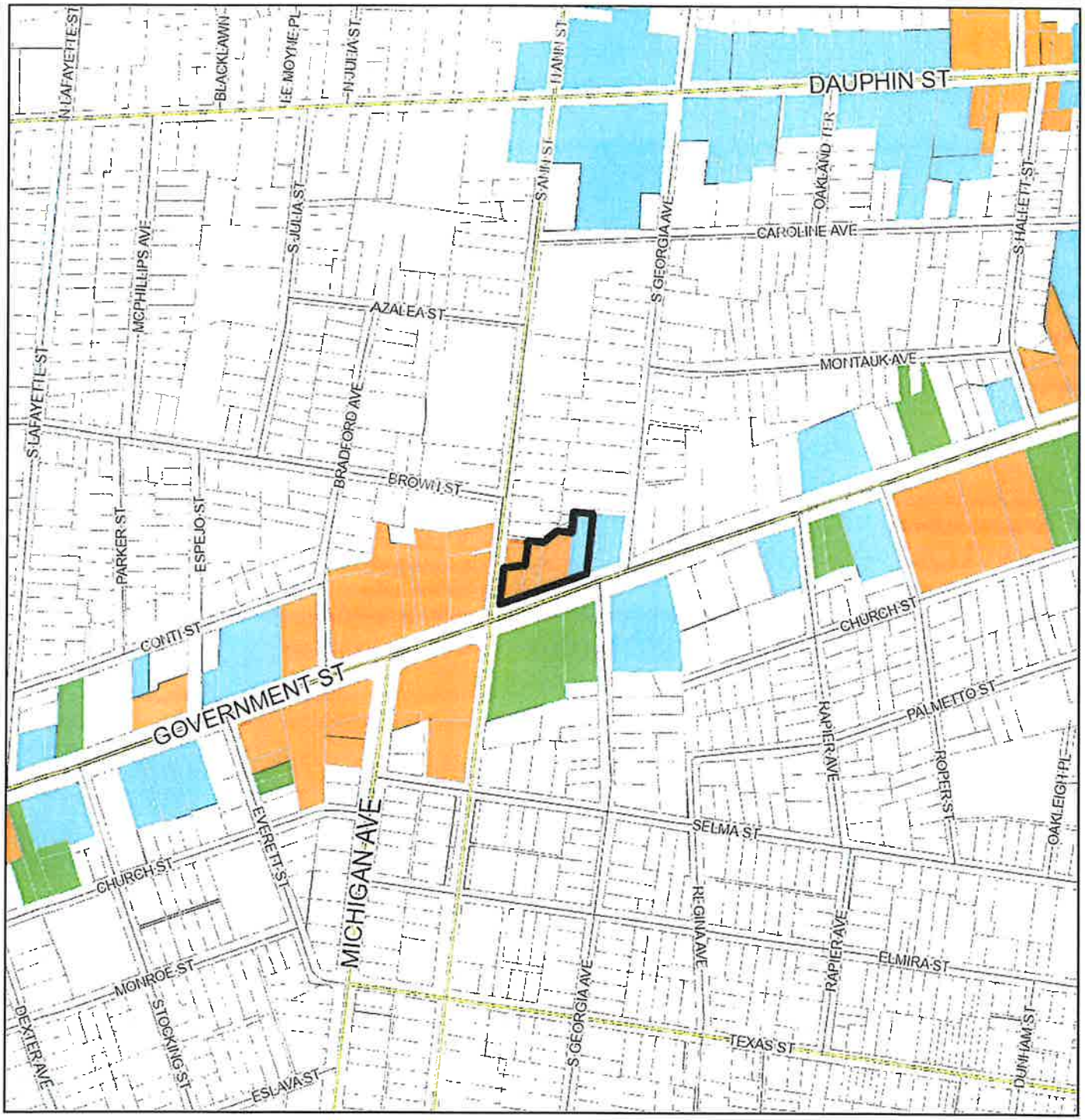
APPLICANT Griffith Subdivision Addition to

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE January 19, 2023

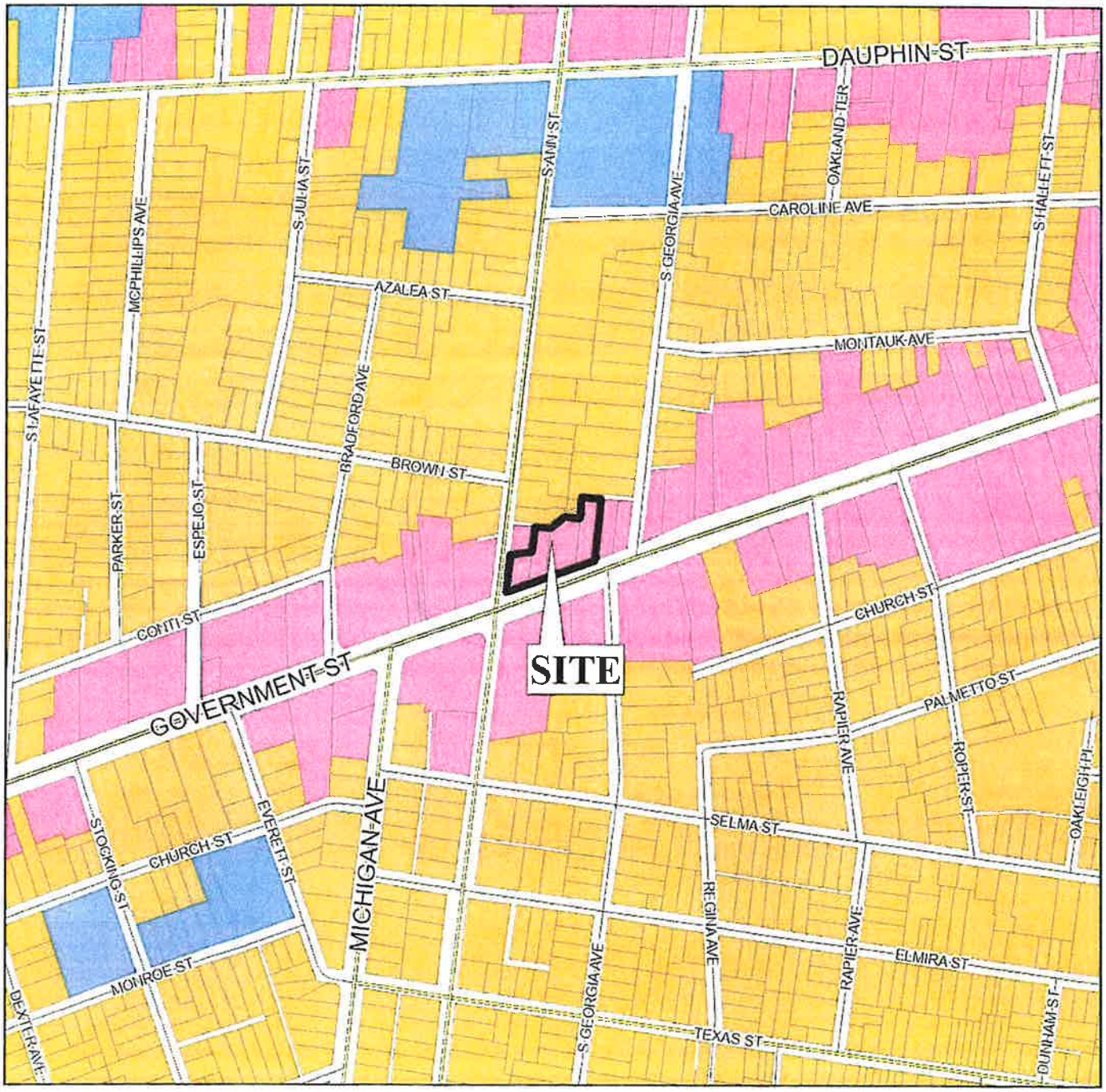
APPLICANT Griffith Subdivision Addition to

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE January 19, 2023

APPLICANT Griffith Subdivision Addition to

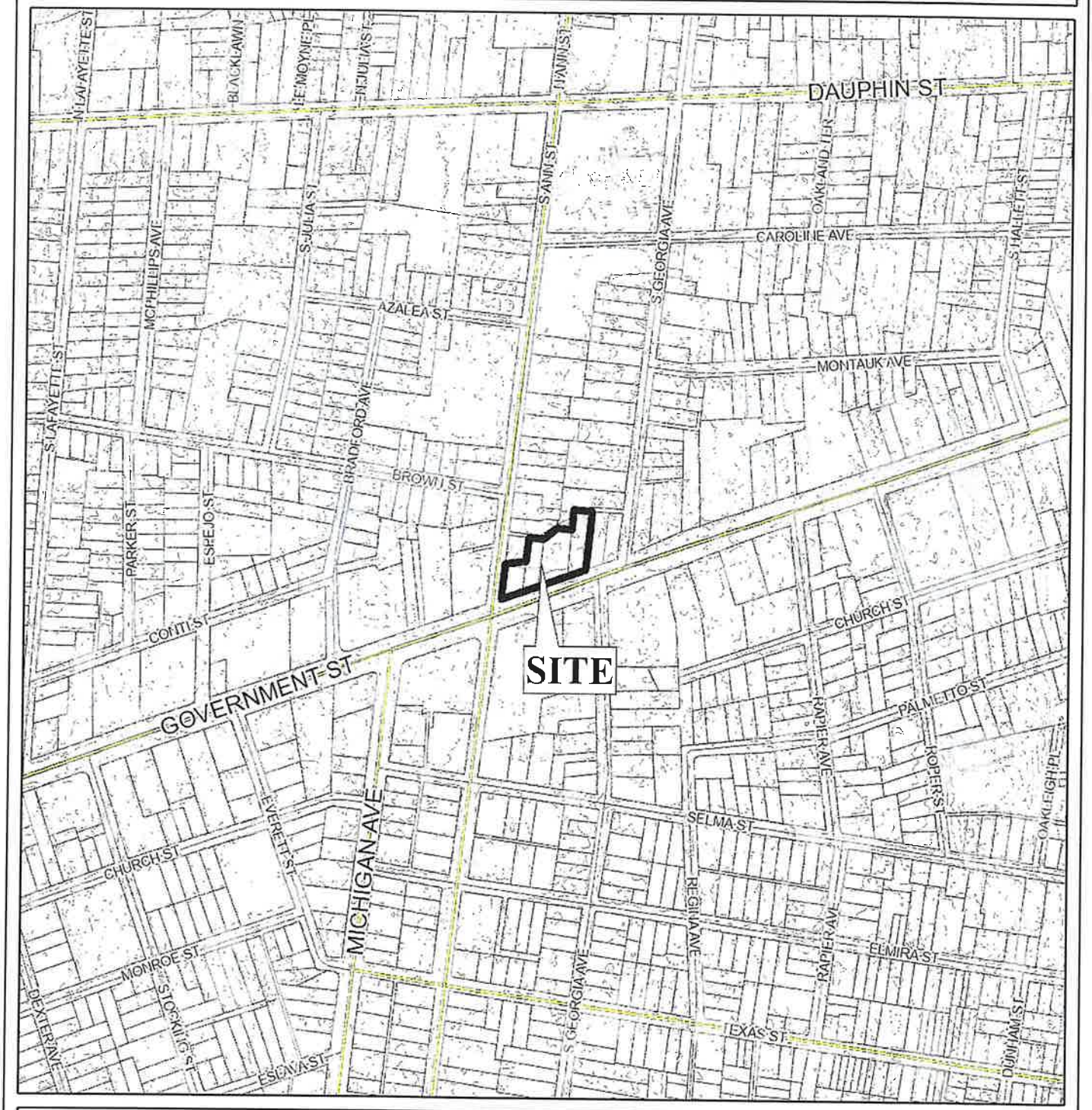
REQUEST Subdivision, PUD, Rezoning from B-1 and B-2 to B-2

Layer2
- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 1 DATE January 19, 2023

APPLICANT Griffith Subdivision Addition to

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded residential and commercial units

APPLICATION NUMBER 1 DATE January 19, 2023

APPLICANT Griffith Subdivision Addition to

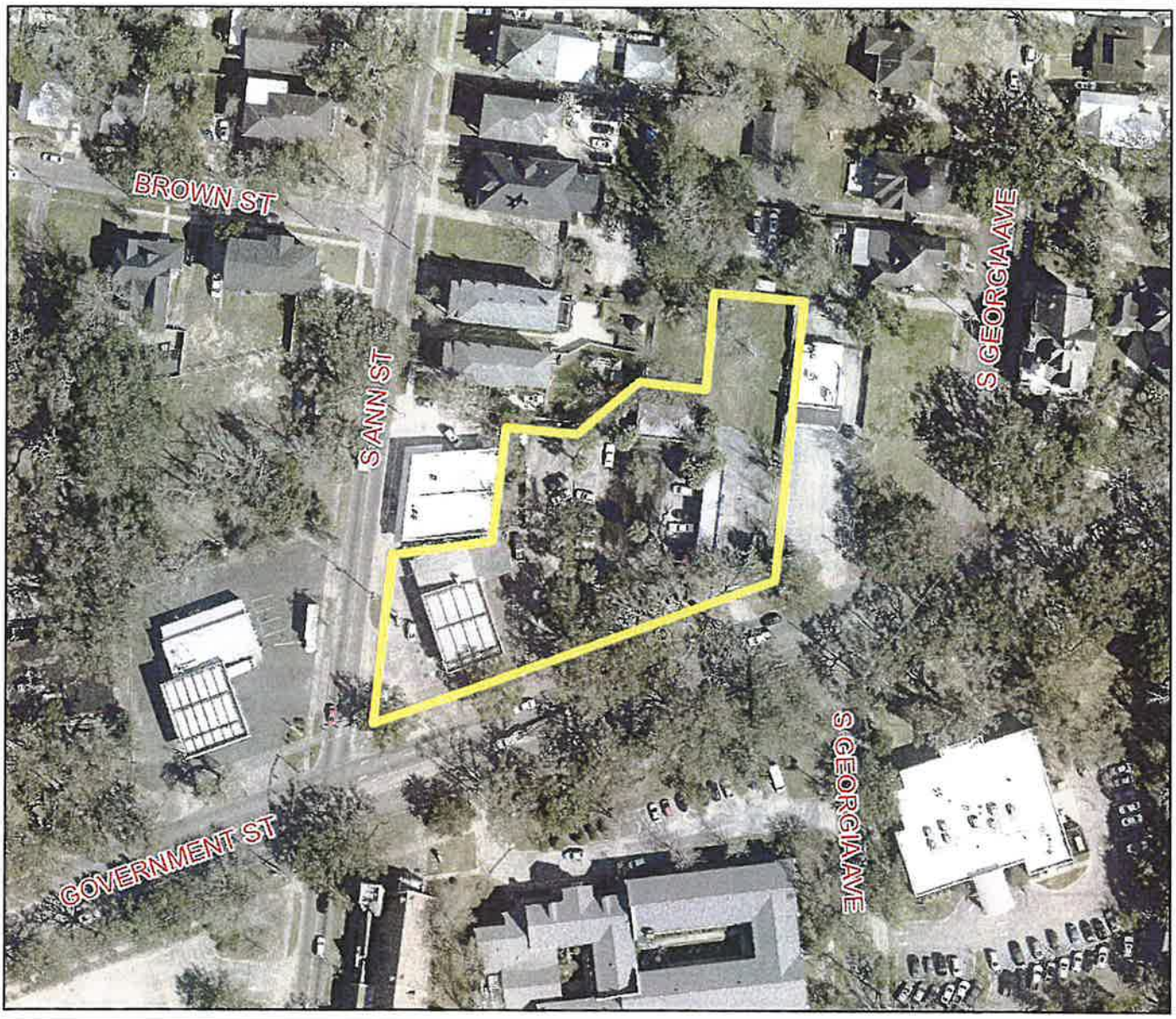
REQUEST Subdivision, PUD, Rezoning from B-1 and B-2 to B-2

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded residential and commercial units

APPLICATION NUMBER 1 DATE January 19, 2023

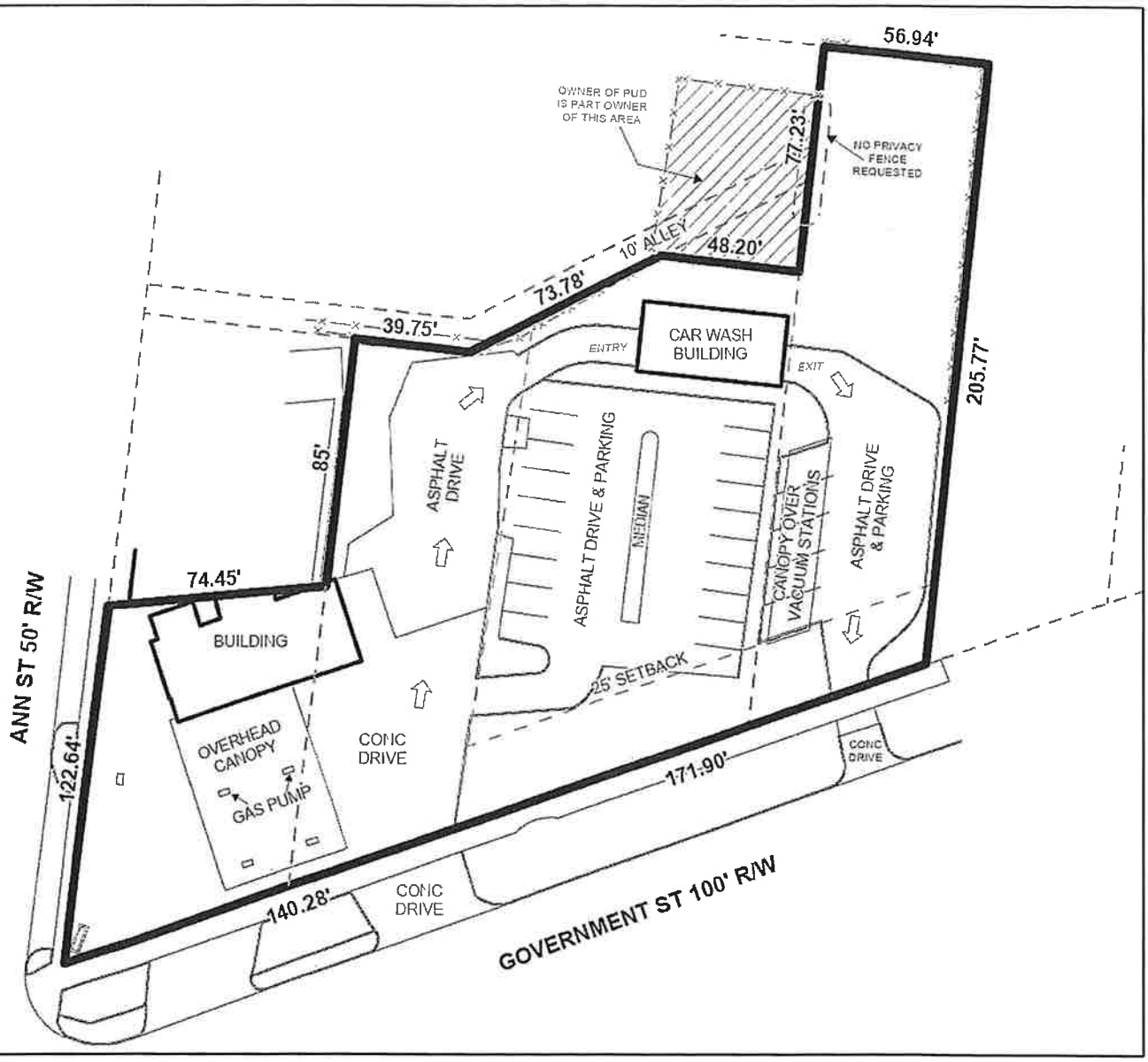
APPLICANT Griffith Subdivision Addition to

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

N

NTS

SITE PLAN



The site plan illustrates the existing buildings, parking, setback, and fences.

APPLICATION NUMBER 1 DATE January 19, 2023

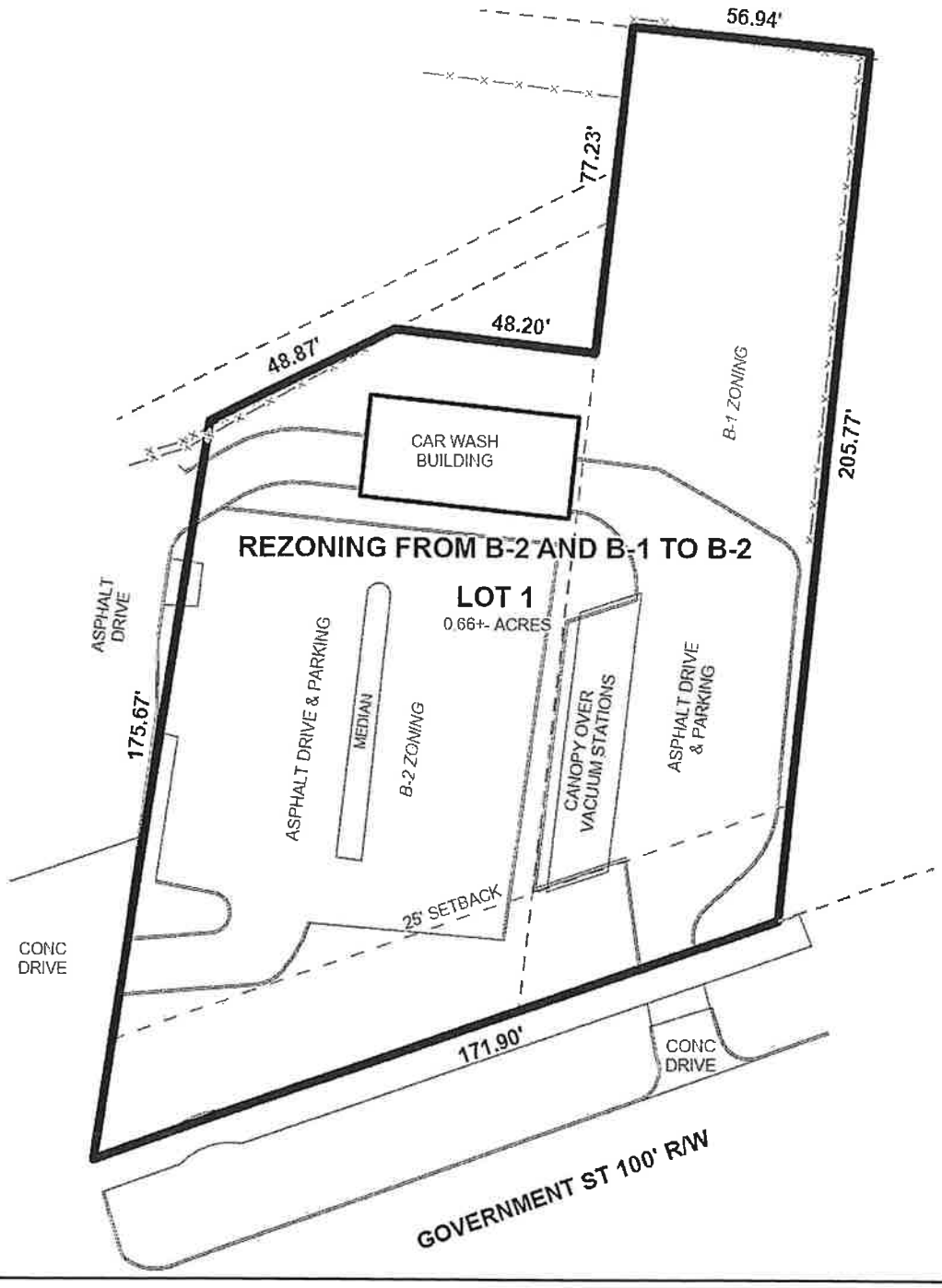
APPLICANT Griffith Subdivision Addition to

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE January 19, 2023

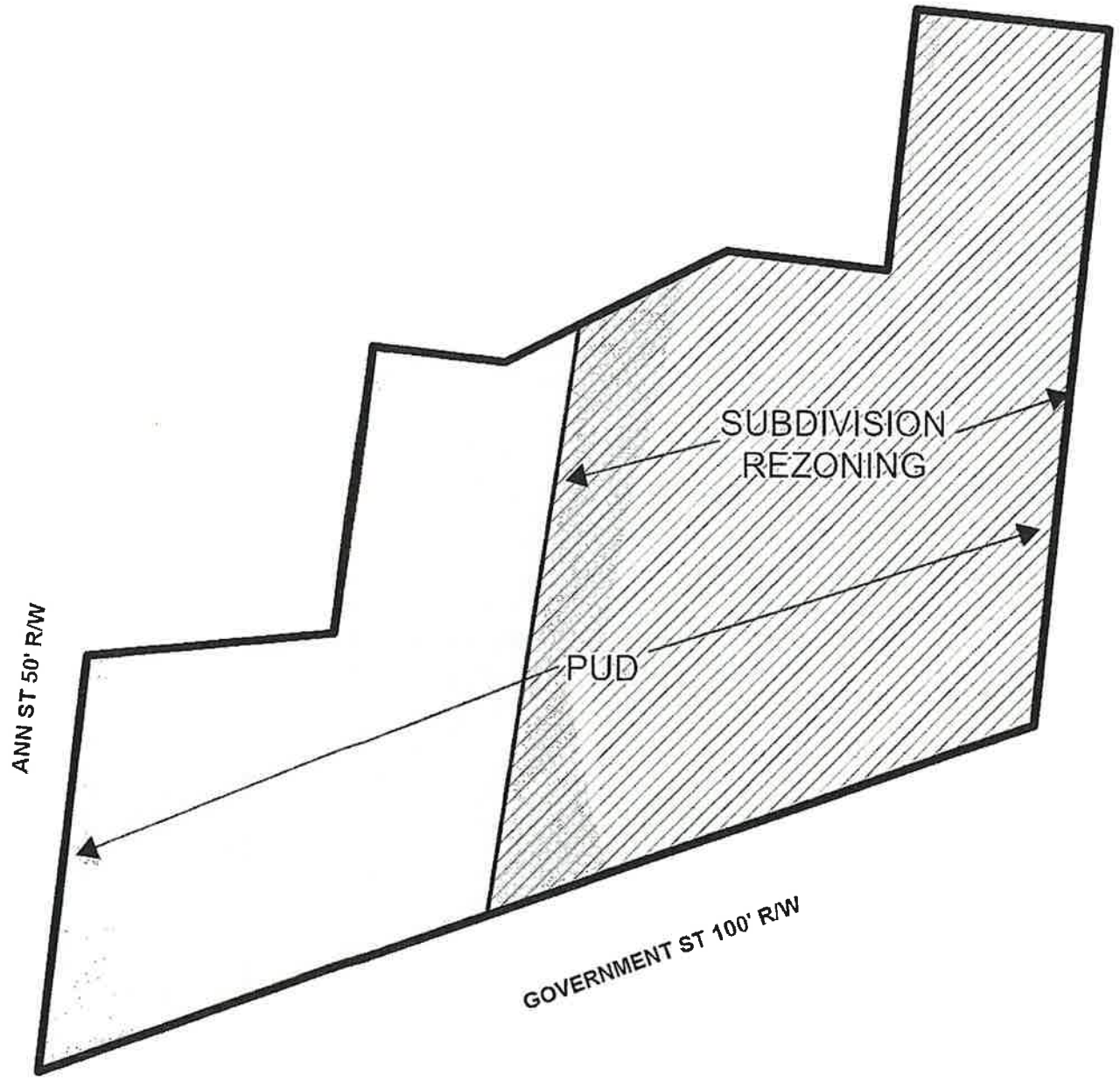
APPLICANT Griffith Subdivision Addition to

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE January 19, 2023

APPLICANT Griffith Subdivision Addition to

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

N

NTS

SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT **Date: December 15, 2022**

NAME Griffith Shell

SUBDIVISION NAME Griffith Shell Subdivision

LOCATION North side of Government Street, 140'± East of South Ann Street.

CITY COUNCIL DISTRICT District 2

PRESENT ZONING B-1, Buffer Business District and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot / 0.7± Acres (Subdivision and Rezoning)
2 Lots / 1.3± Acres (PUD)

CONTEMPLATED USE Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE FOR DEVELOPMENT Not Provided

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide and label the monument set or found at each subdivision corner.
C. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
D. Provide the Surveyor's Certificate.
E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the 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 – 5,000 sf.
F. 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.
G. 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.
H. 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.
I. 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.
J. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
K. 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: Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.

Rezoning: No Comments.

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 Section 64-6 of the City's Zoning Ordinance.

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 (2012 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.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The applicant has informed staff that a neighborhood meeting has been scheduled for December 13th to discuss the proposed changes to the subject site, and has requested that the applications be heldover to the December 15th Planning Commission meeting so that they can provide additional information gathered at the community meeting.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Planned Unit Development: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Rezoning: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Revised for the December 15th meeting:

The applications were heldover by the Planning Commission at the December 1st meeting at the request of the applicant to allow for a scheduled community meeting to be held on December 13th.

While the community meeting has yet to occur, this staff report will provide an analysis of the information currently available.

The site has been given a Traditional Mixed-Use Corridor (TC) land use designation, per the adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

The TC use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

A portion of the site had Subdivision and Rezoning applications approved by the Planning Commission at its July 18, 2019 meeting. The City Council subsequently tabled the rezoning application, and the Subdivision approval was allowed to expire. The applicant has now submitted new Subdivision and Rezoning applications, as well as a Planned Unit Development (PUD) application to allow shared access between building sites.

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.

The proposed Subdivision fronts Government Street, a principal arterial street, per the Major Street Plan, and has a compliant right-of-way width of 100-feet, making no dedication necessary. The site also fronts an alley to the North, which is not identified on the preliminary plat. If approved, all abutting rights-of-way should be provided.

The proposed lot size is provided in square feet and acres, and meets the minimum standards set forth in Section V.D.2. of the Subdivision Regulations. As such, if approved, this information should be retained on the Final Plat.
The 25-foot front minimum building setback is shown along Government Street. If approved, the 25-foot setback should be retained on the Final Plat.

Regarding access management, a note should be placed on the Final Plat stating Traffic Engineering comments, if approved. Furthermore, if approved, a note should be placed on the Final Plat prohibiting access to the alley.

Regarding the PUD, the applicant provided the following narrative:

> *THIS APPLICATION IS TO ALLOW THE ENTRY DRIVE INTO THE CARWASH TO BE LOCATED ON THE PARCEL ADJOINING ON THE WEST THAT IS PART OF THE "GRIFFITH SHELL SERVICE STATION". THE CARWASH WAS CONSTRUCTED APPROXIMATELY 25 YEARS AGO AND THIS ENTRY DRIVE LOCATION WAS PART OF THE CONSTRUCTION PLANS APPROVED BY THE CITY AND HAS NEVER CREATED AN ACCESS PROBLEM. THE EXIT FROM THE CARWASH IS DIRECT TO GOVERNMENT STREET. ALSO, THE SERVICE STATION USES THE PARKING AREA ON THE CARWASH SITE FOR OVERFLOW PARKING.*

PUD review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and, that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and, to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

<u>It is very important to note that PUD review is site plan specific</u>; therefore, <u>any</u> future changes to the overall site plan must be submitted for PUD review. Furthermore, PUD approvals expire after one year if no permits are obtained.

At its February 1999 meeting, the Board of Zoning Adjustment approved a variance to allow the construction of vacuum stalls on the portion of the site that is zoned B-1 as they are associated with the car wash, and car washes are not permitted in the B-1 zoning district.

The site received Administrative PUD approval in July 2006 to allow shared access between multiple building sites, and to allow the development of an adjacent, undeveloped site with the vacuum stalls and canopy that were previously approved by the Board of Zoning Adjustment. It was suggested at that time that, since the overall site is split-zoned, further expansion of the development would require Subdivision, Rezoning, and PUD applications to be approved by the Planning Commission to combine all metes-and-bounds parcels, rezone all properties to one (1) zoning classification, and to allow cross-access and multiple buildings.

While the applicant is not proposing to expand the development at this time, consolidation of the parcels on which the car wash and vacuum stalls are located into one (1) lot, and rezoning to eliminate the resulting split-zoned property, require the previously approved PUD to be revised to reflect the changing lot lines and zoning classification.

The site plan submitted illustrates an existing convenience store with an automobile maintenance shop, multiple gasoline pumps covered by a canopy, a car wash building, five (5) vacuum stalls covered by a canopy, and a parking lot with 19 parking spaces. Two (2) curb cuts along Government Street and two (2) curb cuts along South Ann Street provide access to the convenience store and gasoline pumps. Access to the car wash building, vacuum stalls, and parking lot are through the convenience store site via an asphalt drive that facilitates one-way traffic through the adjacent lot, egressing onto Government Street via a 14.5'±-wide concrete driveway. As mentioned, no changes to the existing layout are proposed; and, because the site has been developed in its current configuration for at least 25 years, per the applicant, full compliance with any requirements of the Zoning Ordinance that would impact the existing site layout should not be required at this time (e.g. tree plantings, landscape area plantings, site lighting, etc.).

In addition to the aforementioned land uses, a variance request to allow truck leasing on the property will be reviewed by the Board of Zoning Adjustment at its January 9, 2023 meeting. If any changes to the site plan occur as a result of the variance, such as additional parking spaces for the trucks, a revised PUD site plan will need to be submitted to the Planning and Zoning Department for review. If substantive, additional approval of such changes may be required by the Planning Commission.

It should be noted that no dumpster is illustrated on the site plan, and there is no note regarding waste removal from the site. Google Street View images indicate a dumpster is located on the property and, while it may not be required to meet the enclosure and sanitary sewer connection requirements of the Zoning Ordinance at this time, it does need to be illustrated on a revised site plan and meet the setback requirements of the underlying zoning district.

Regarding the proposed Rezoning, the applicant provided the following narrative:

> *THIS PROPERTY CURRENTLY HAS TWO ZONING CLASSIFICATIONS, B-2 ON THE WESTERN PORTION AND B-1 ON THE EASTERN PORTION,*

AND HAS BEEN DEVELOPED AS A CARWASH FOR APPROXIMATELY 25 YEARS. THE OWNER HAS SUBMITTED A SUBDIVISION APPLICATION THAT COMBINES THESE PARCELS INTO A SINGLE LOT. THIS REZONING REQUEST WILL CORRECT AN ERROR IN THE ZONING ORDINANCE AND PROVIDE A SINGLE B-2 CLASSIFICATION FOR BOTH PARCELS. SINCE THERE IS NO CHANGE IN THE DEVELOPMENT USE, THIS SHOULD NOT HAVE A NEGATIVE IMPACT ON THE SURROUNDING PROPERTIES. PLANS TO RE-OPEN WILL COMMENCE 6 TO 8 MONTHS AFTER FINAL APPROVAL OF REZONING BY THE CITY COUNCIL.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

A similar request for rezoning was reviewed by the Planning Commission at its April 18, 2019 meeting. The request was subsequently heldover, first to the May 16, 2019 meeting to resolve issues associated with a concurrent subdivision application. The request was heldover a second time, at the applicant's request, to the June 20, 2019 meeting. After discussion at its June 20th meeting, the Planning Commission heldover the application to the July 18, 2019 meeting to allow the applicant time to submit a properly executed Voluntary Conditions and Use Restrictions form prohibiting certain uses, as proposed by the applicant. Finally, at its July 18th meeting, the Planning Commission recommended approval of the application to City Council, subject to: 1) the submittal of the original (as revised), notarized Voluntary Use Restriction form; 2) completion of the subdivision process; and, 3) full compliance with all municipal codes and ordinances. However, the request expired after one (1) year as the required fees to advance the application to City Council were never paid.

As the applicant mentions, subdivision of the site to consolidate various parcels will result in a lot that is split-zoned B-1, Buffer Business District, and B-2, Neighborhood Business District. As such, the request demonstrates that it meets at least one (1) condition of the policy that amending the ordinance would be appropriate in that the subdivision of land into building sites makes reclassification of the land necessary and desirable. Also, the application serves as an expansion of an existing B-2 district and the site is located along a significant transportation corridor. Moreover, B-2 zoning is consistent with the Traditional Mixed-Use Corridor land use designation it has been given, as detailed in the Future Land Use Map.

RECOMMENDATION

Subdivision: *The application is recommended for Tentative Approval, subject to the following conditions:*

1) *revision of the Final Plat to depict all abutting rights-of-way;*
2) *retention of the lot sizes in square feet and acres;*
3) *retention of the 25-foot minimum building setback line along all street frontages;*
4) *full compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A) Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B) Provide and label the monument set or found at each subdivision corner. C) Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. D) Provide the Surveyor's Certificate. E) Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #77) LOT 1 will receive the 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 – 5,000 sf. F) 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. G) 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. H) 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. I) 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. J) Add a note that all easements shall remain in effect until vacated through the proper Vacation process. K) 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.);*
5) *placement of a note on the Final Plat stating 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 Section 64-6 of the City's Zoning Ordinance.);*
6) *compliance with 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.);*

7) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 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.); and*
8) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Planned Unit Development: *Staff recommends the following Findings of Fact for Approval:*

a. *The proposal promotes the objective of flexibility (to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations) by permitting cross access between building sites and multiple buildings, thus accommodating existing conditions of the site; and,*
b. *The proposal promotes the objective of efficient land use (to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment) by facilitating minor changes to a site whose impact on the use of the land may be considered less demanding of resources than denser commercial developments within the neighborhood; and,*
c. *the proposal promotes the objective of Public services (to encourage optimum use of available public utilities, streets and community facilities), because services already exist in the area.*

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) *revision of the site plan to depict the existing dumpster and that it meets the setback requirements of the underlying zoning district;*
2) *placement of a note on the revised site plan stating any future changes to the site may require additional approvals;*
3) *full compliance with Engineering comments: (Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.);*
4) *placement of a note on the site plan stating 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 Section 64-6 of the City's Zoning Ordinance.);*
5) *compliance with 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.);*
6) *compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012*

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.); and

7) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

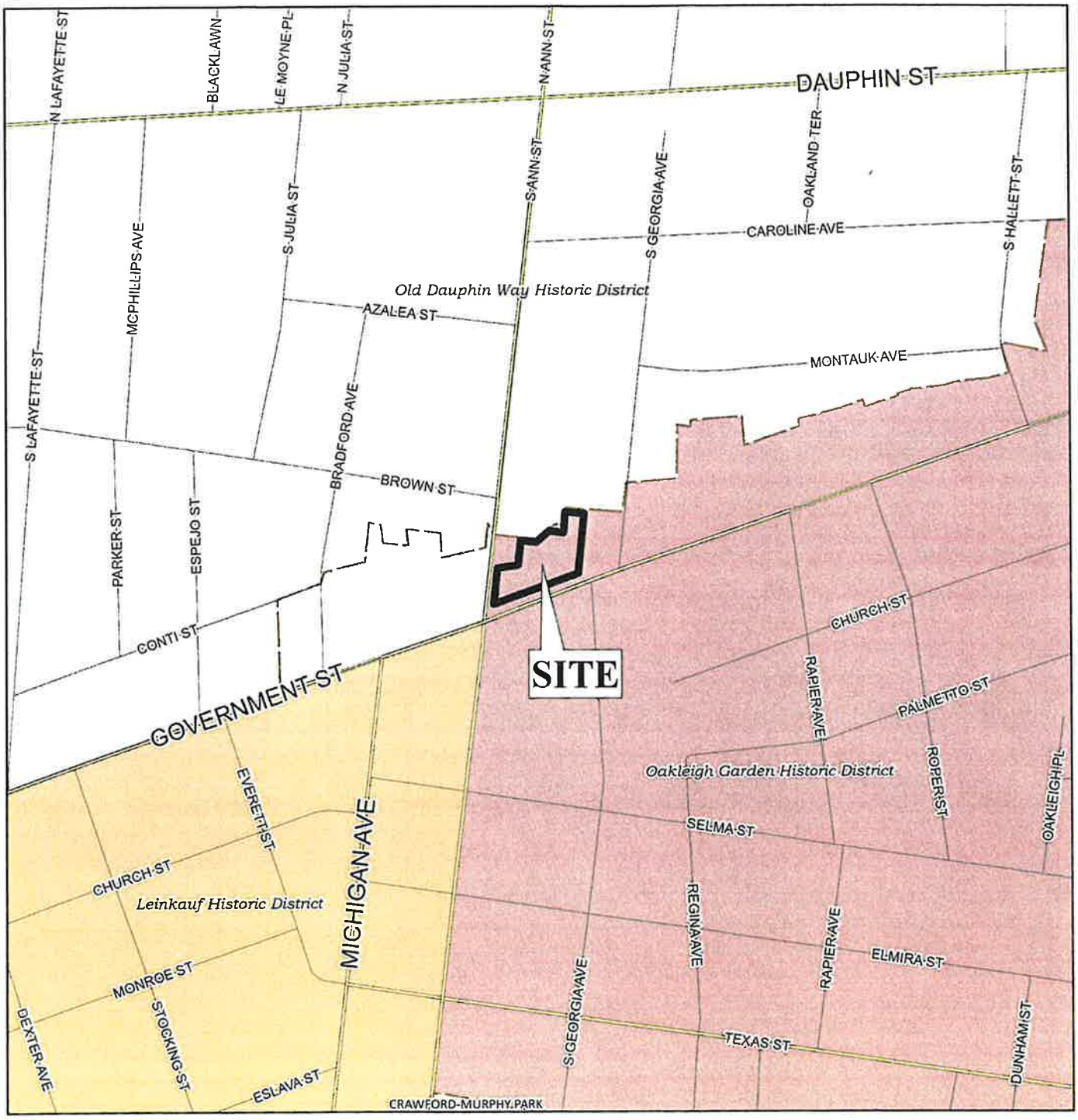
Rezoning: *This application is recommended for Approval for the following reason:*

1) *the subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 1 DATE December 15, 2022

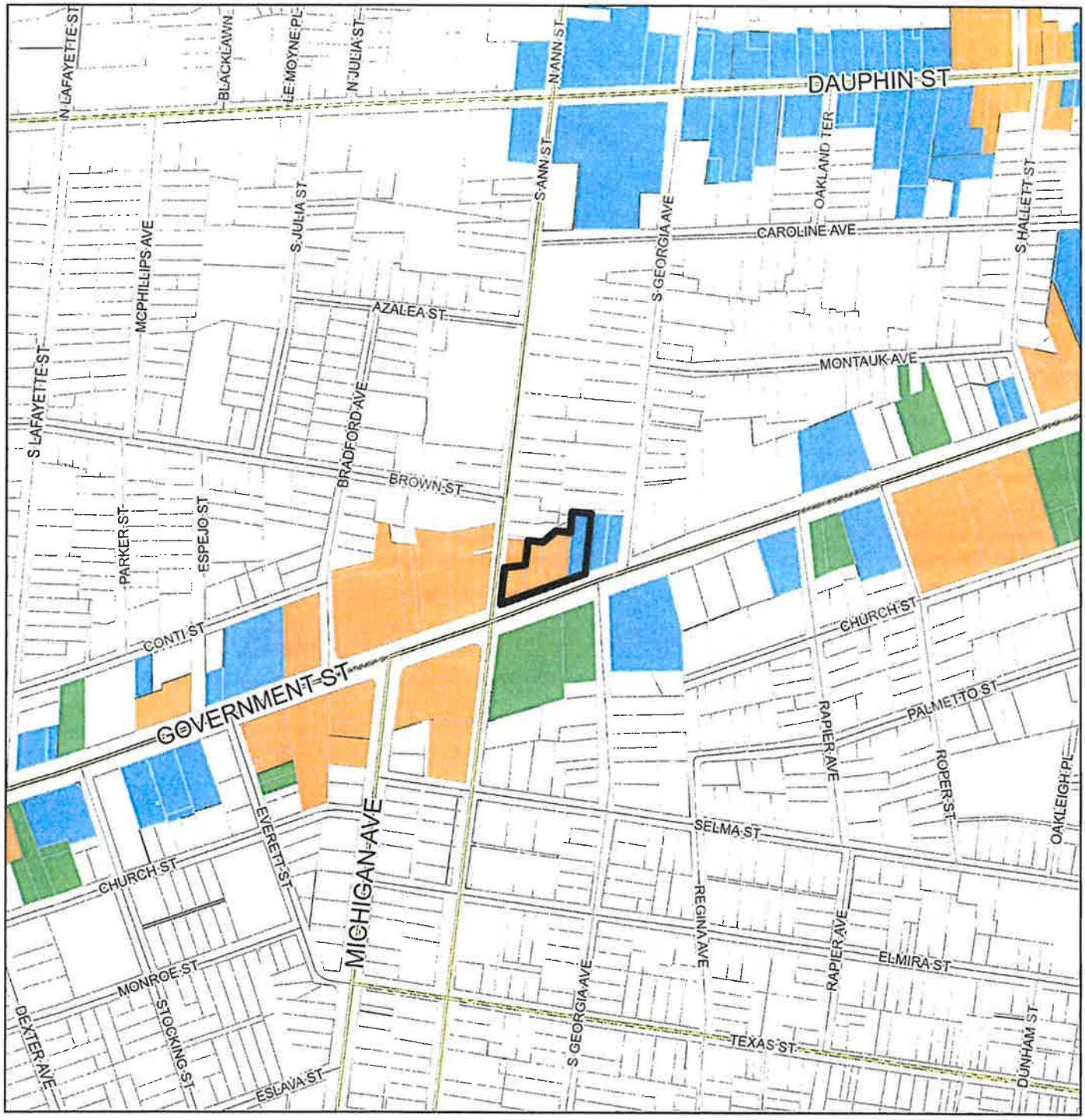
APPLICANT Griffith Subdivision Addition to

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE December 15, 2022

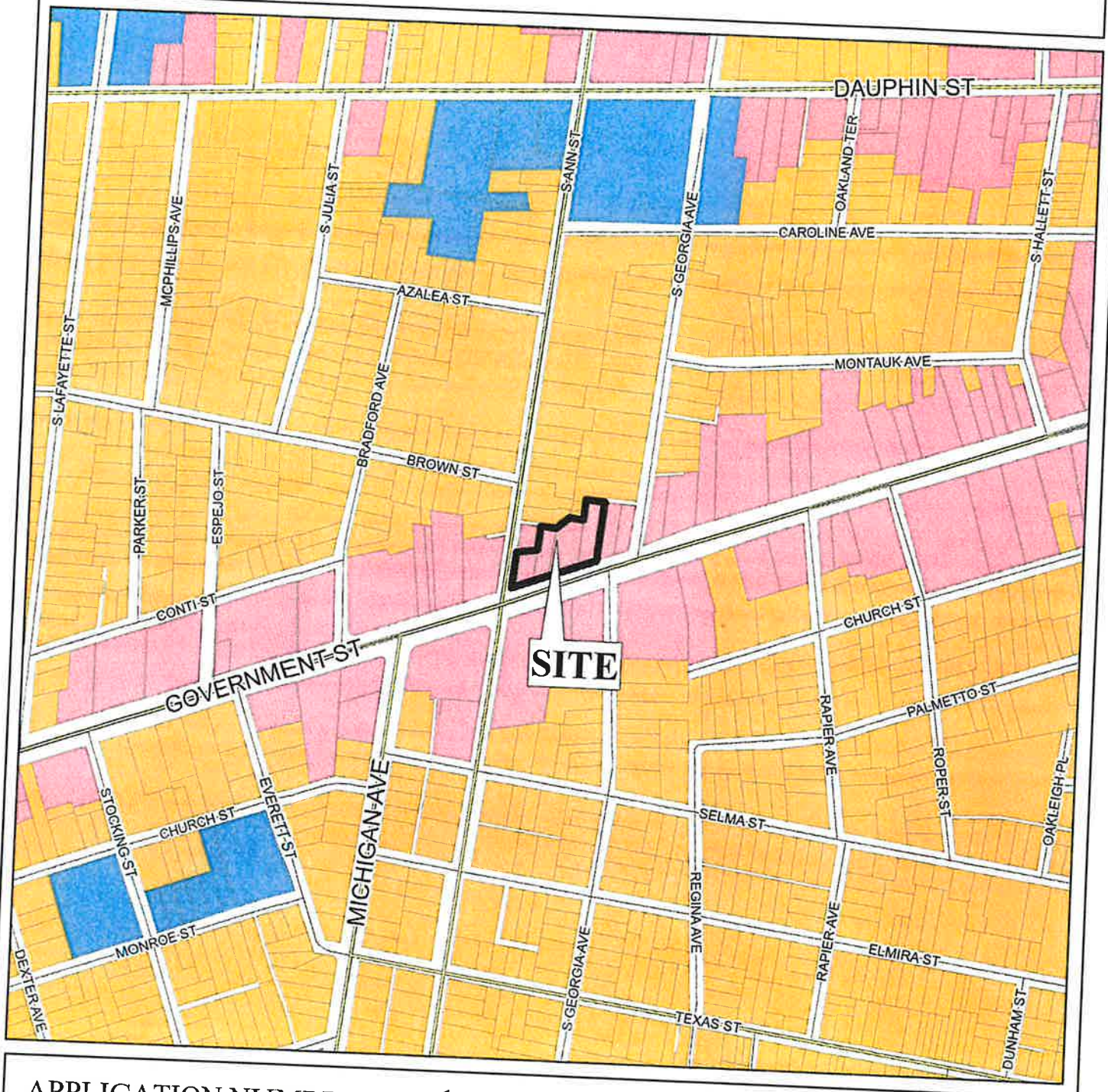
APPLICANT Griffith Subdivision Addition to

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE December 15, 2022

APPLICANT Griffith Subdivision Addition to

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

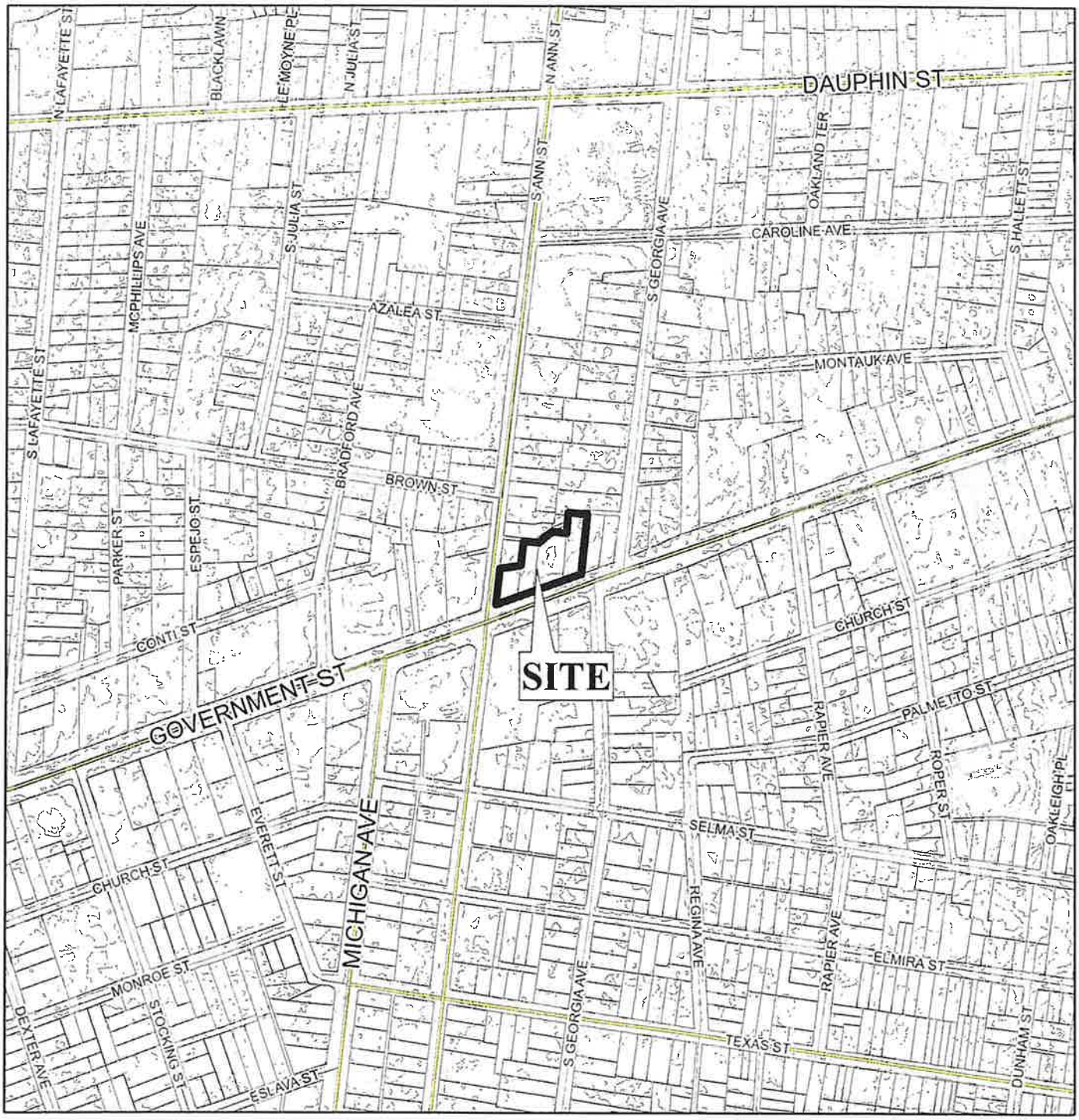
Layer2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 1 DATE December 15, 2022

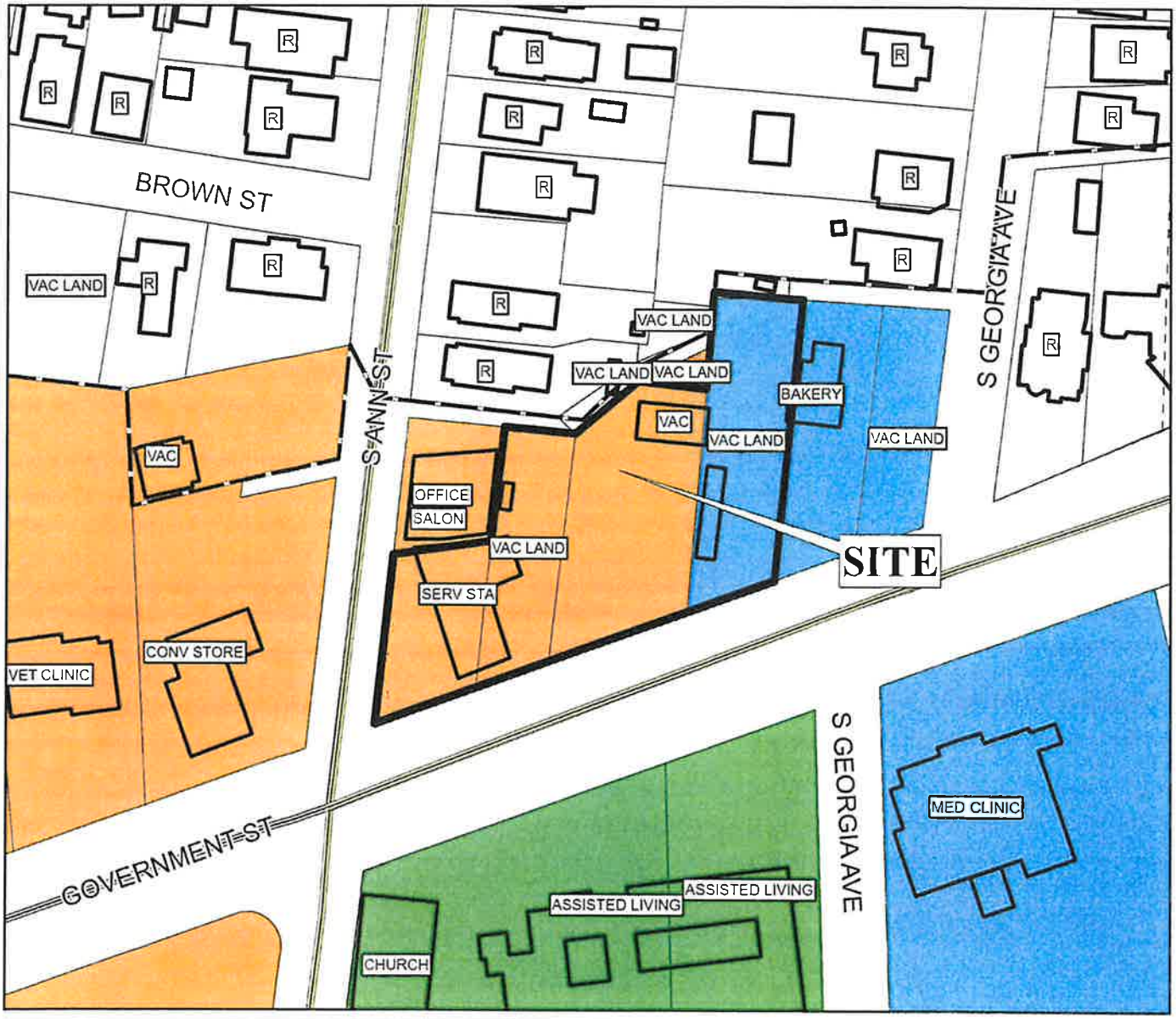
APPLICANT Griffith Subdivision Addition to

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded residential and commercial units

APPLICATION NUMBER 1 DATE December 15, 2022

APPLICANT Griffith Subdivision Addition to

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

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded residential and commercial units

APPLICATION NUMBER 1 DATE December 15, 2022

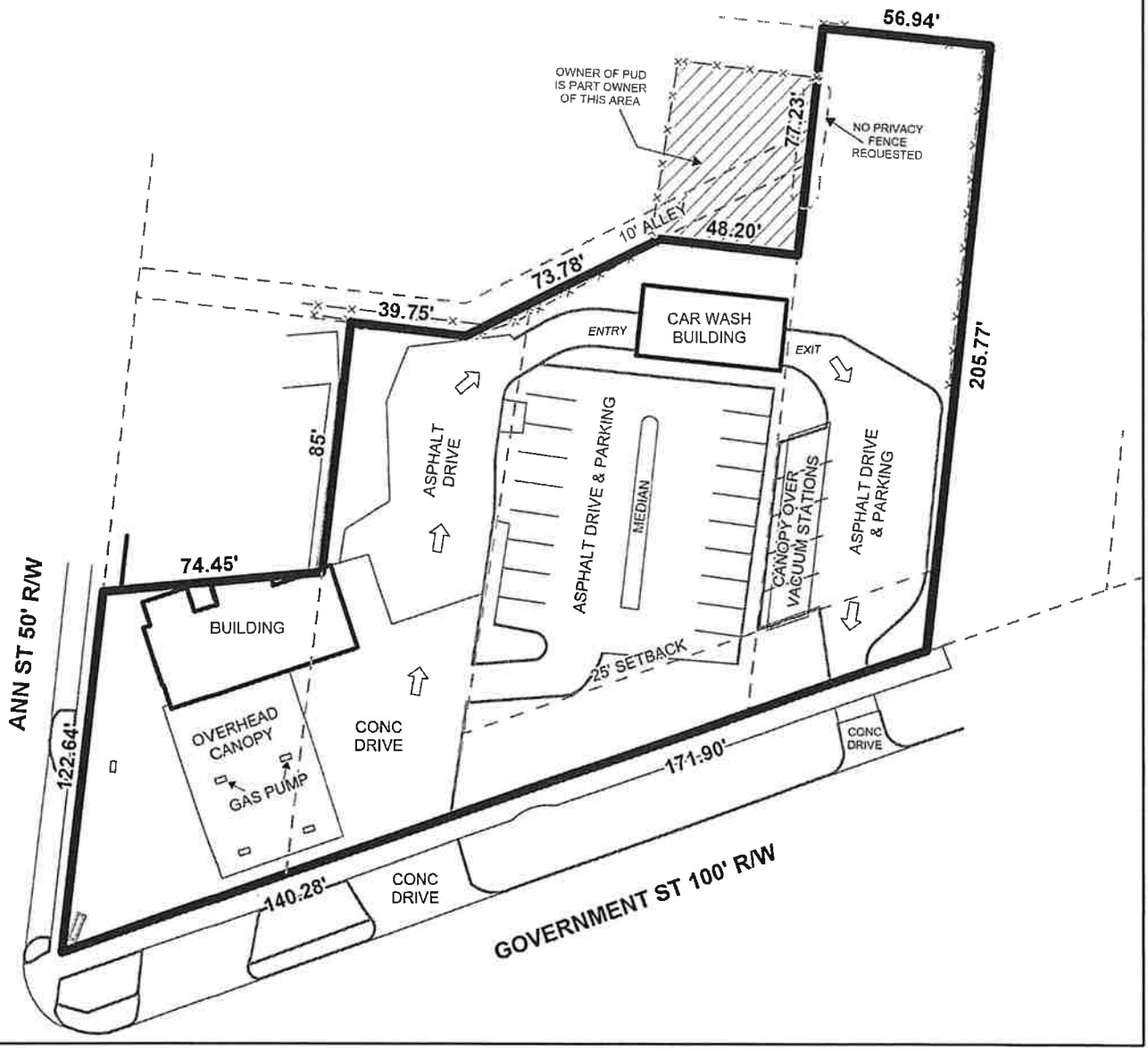
APPLICANT Griffith Subdivision Addition to

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

N

NTS

SITE PLAN



The site plan illustrates the existing buildings, parking, setback, and fences.

APPLICATION NUMBER 1 DATE December 15, 2022

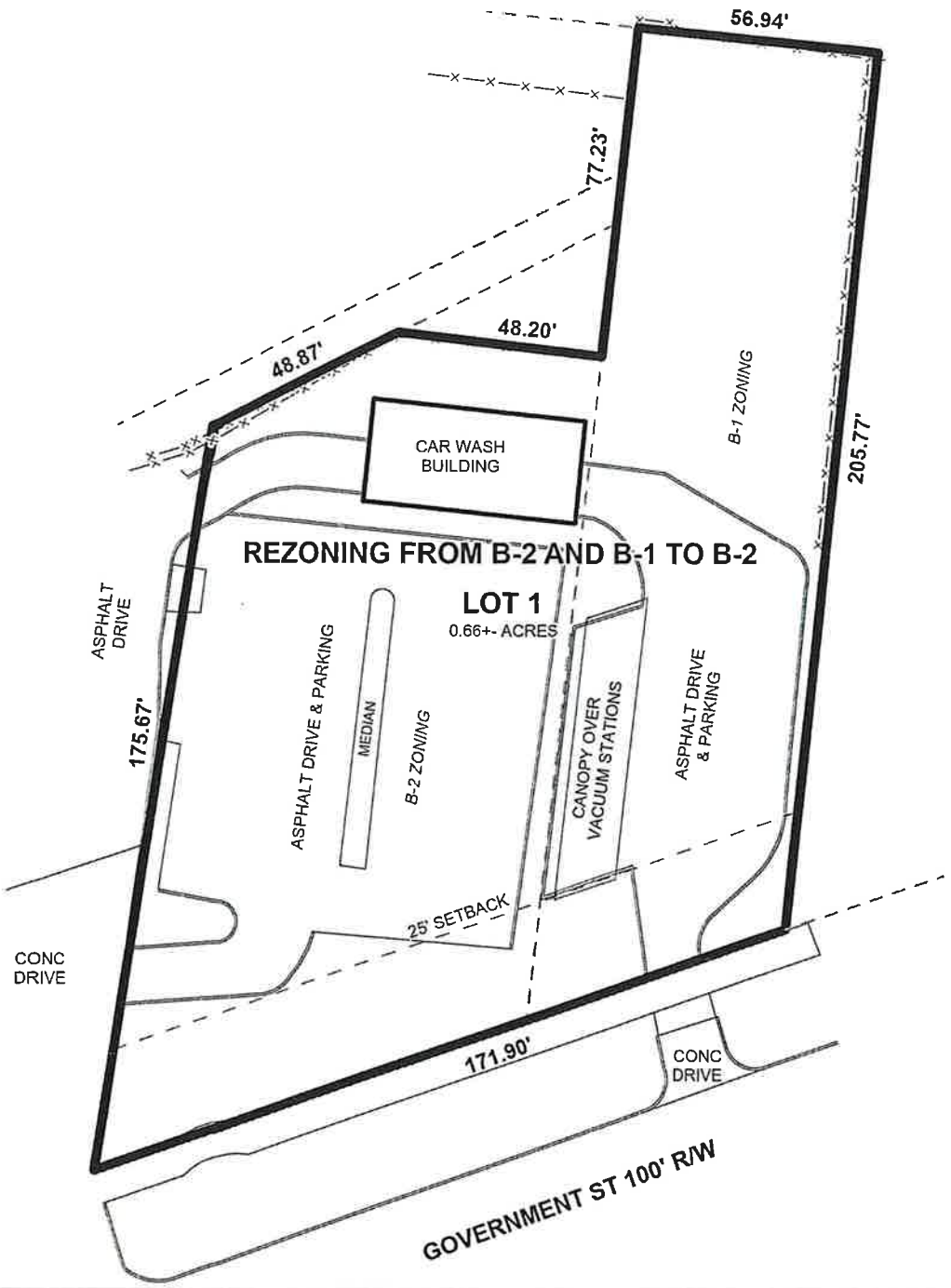
APPLICANT Griffith Subdivision Addition to

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE December 15, 2022

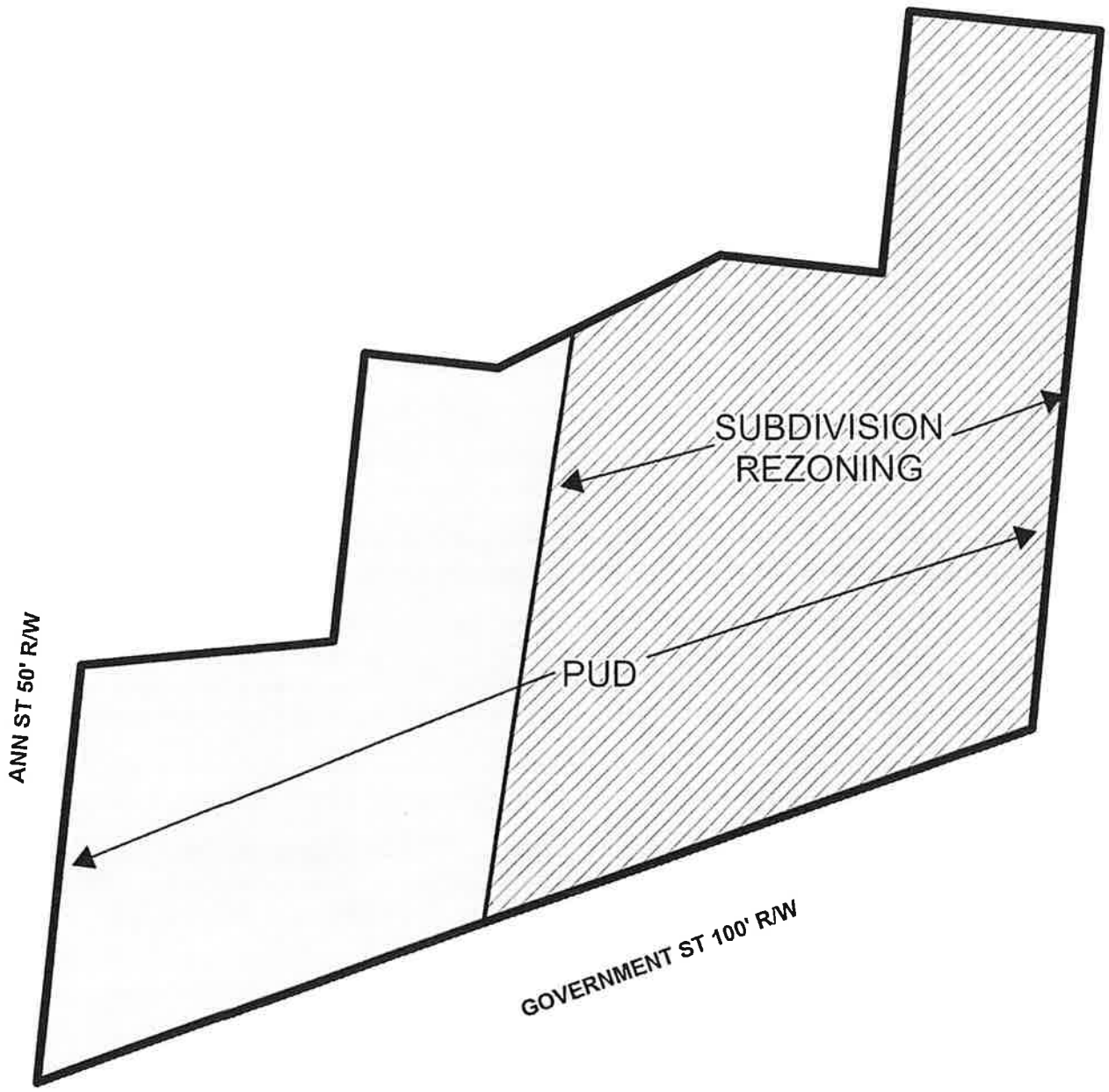
APPLICANT Griffith Subdivision Addition to

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE December 15, 2022

APPLICANT Griffith Subdivision Addition to

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

N

NTS

SUBDIVISION, PLANNED UNIT DEVELOPMENT, & ZONING AMENDMENT STAFF REPORT **Date: December 1, 2022**

NAME	Griffith Shell
SUBDIVISION NAME	Griffith Shell Subdivision
LOCATION	North side of Government Street, 140'± East of South Ann Street.
CITY COUNCIL DISTRICT	District 2
PRESENT ZONING	B-1, Buffer Business District and B-2, Neighborhood Business District
PROPOSED ZONING	B-2, Neighborhood Business District
AREA OF PROPERTY	1 Lot / 0.7± Acres (Subdivision and Rezoning) 2 Lots / 1.3± Acres (PUD)
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Not Provided

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
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G. 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.
H. 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.
I. 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.
J. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
K. 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: Retain NOTES #1 - #6, as shown on the PLANNED UNIT DEVELOPMENT FOR 1260 & 1262 GOVERNMENT ST plan sheet by Byrd Surveying dated November 4, 2022.

Rezoning: No Comments.

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 Section 64-6 of the City's Zoning Ordinance.

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 (2012 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.

REMARKS

The applicant is requesting Subdivision approval to create one (1) legal lot of record from one (1) legal lot of record and one (1) metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between two (2) building sites; and Rezoning from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The applicant has informed staff that a neighborhood meeting has been scheduled for December 13th to discuss the proposed changes to the subject site, and has requested that the applications be heldover to the December 15th Planning Commission meeting so that they can provide additional information gathered at the community meeting.

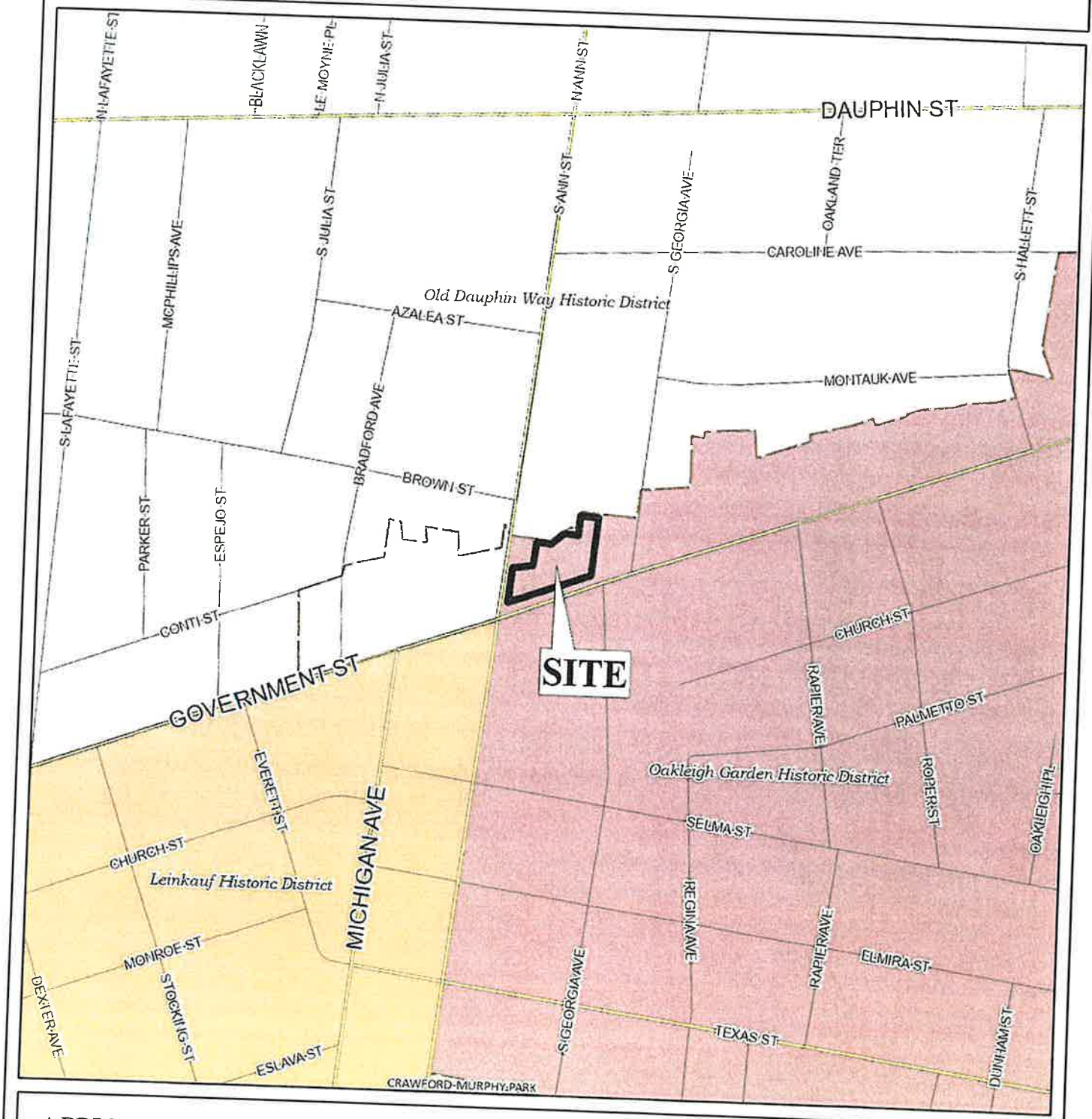
RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Planned Unit Development: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

Rezoning: Based upon the preceding, the application is recommended for Holdover to the December 15th meeting.

LOCATOR MAP



APPLICATION NUMBER 5 DATE December 1, 2022

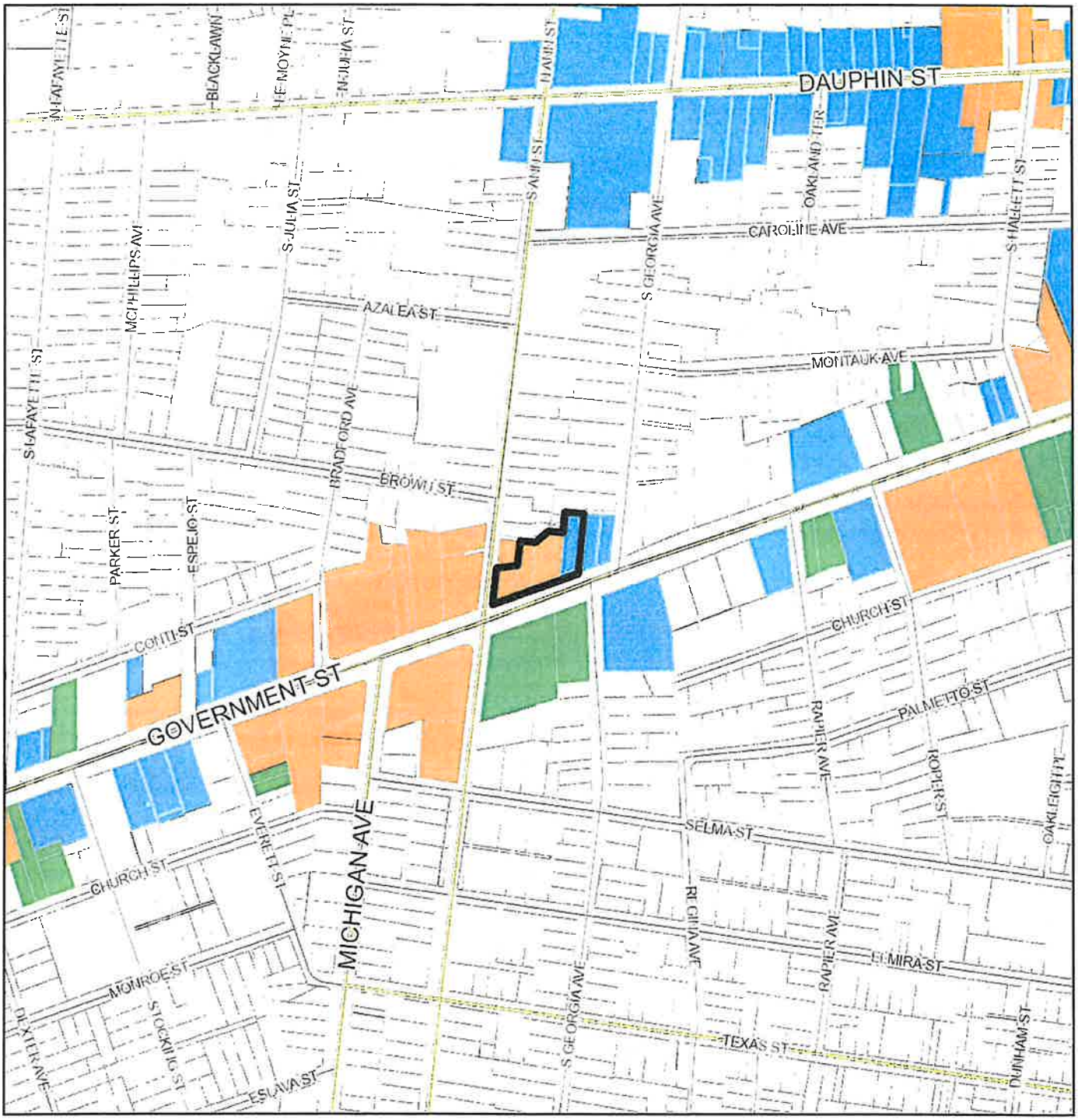
APPLICANT Griffith Subdivision Addition to

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 5 DATE December 1, 2022

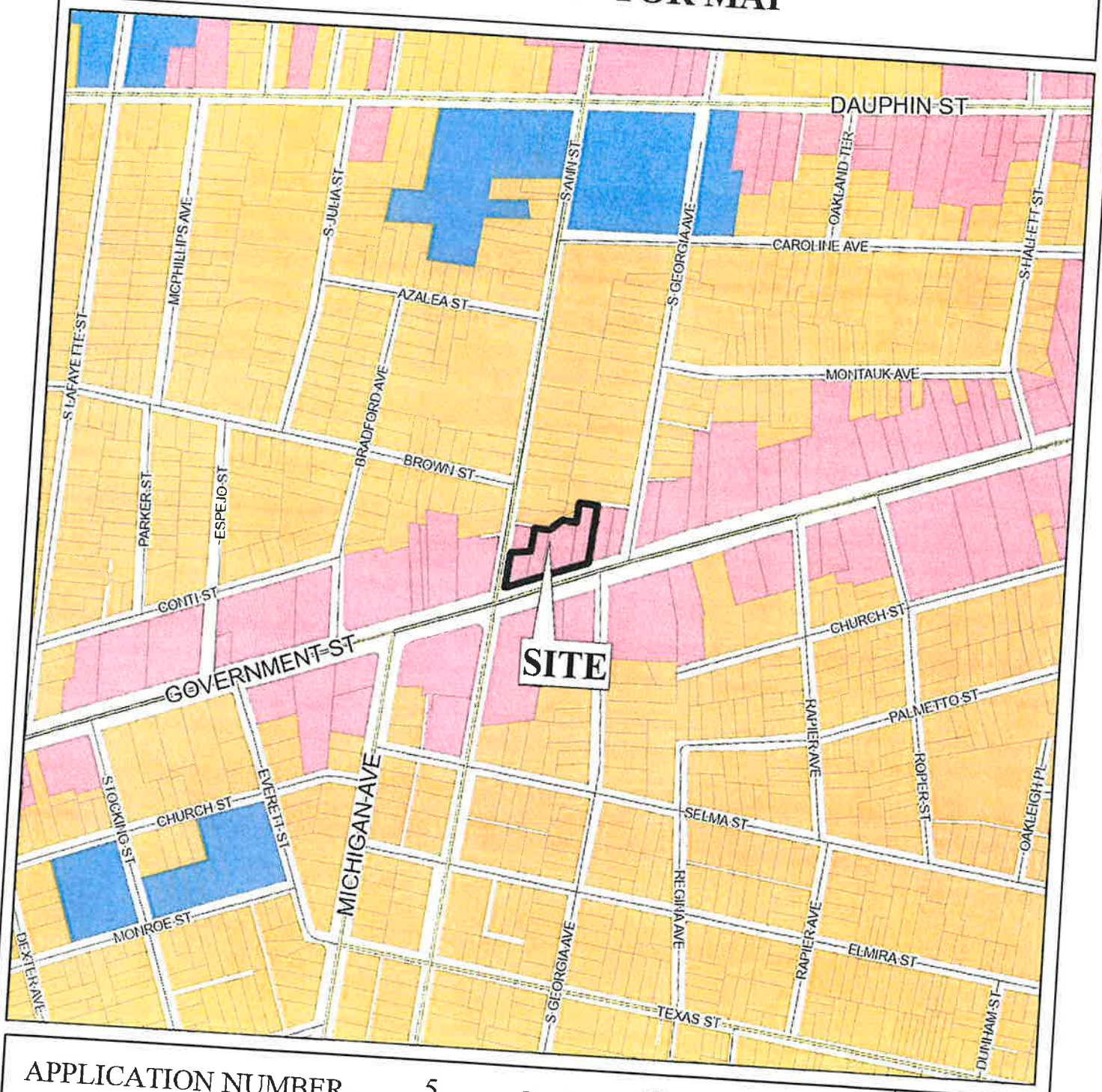
APPLICANT Griffith Subdivision Addition to

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 5 DATE December 1, 2022

APPLICANT Griffith Subdivision Addition to

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

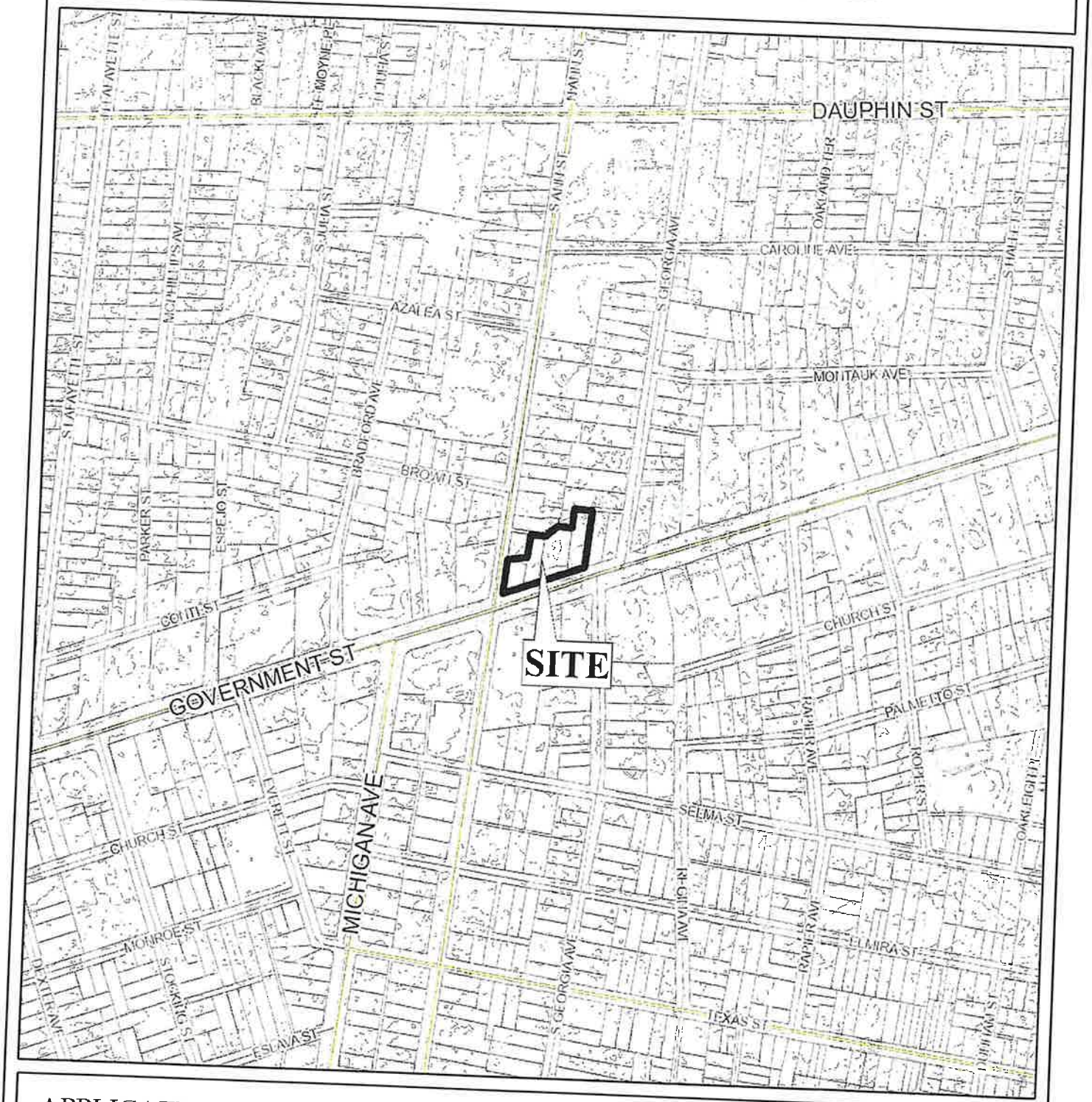
Layer2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 5 DATE December 1, 2022

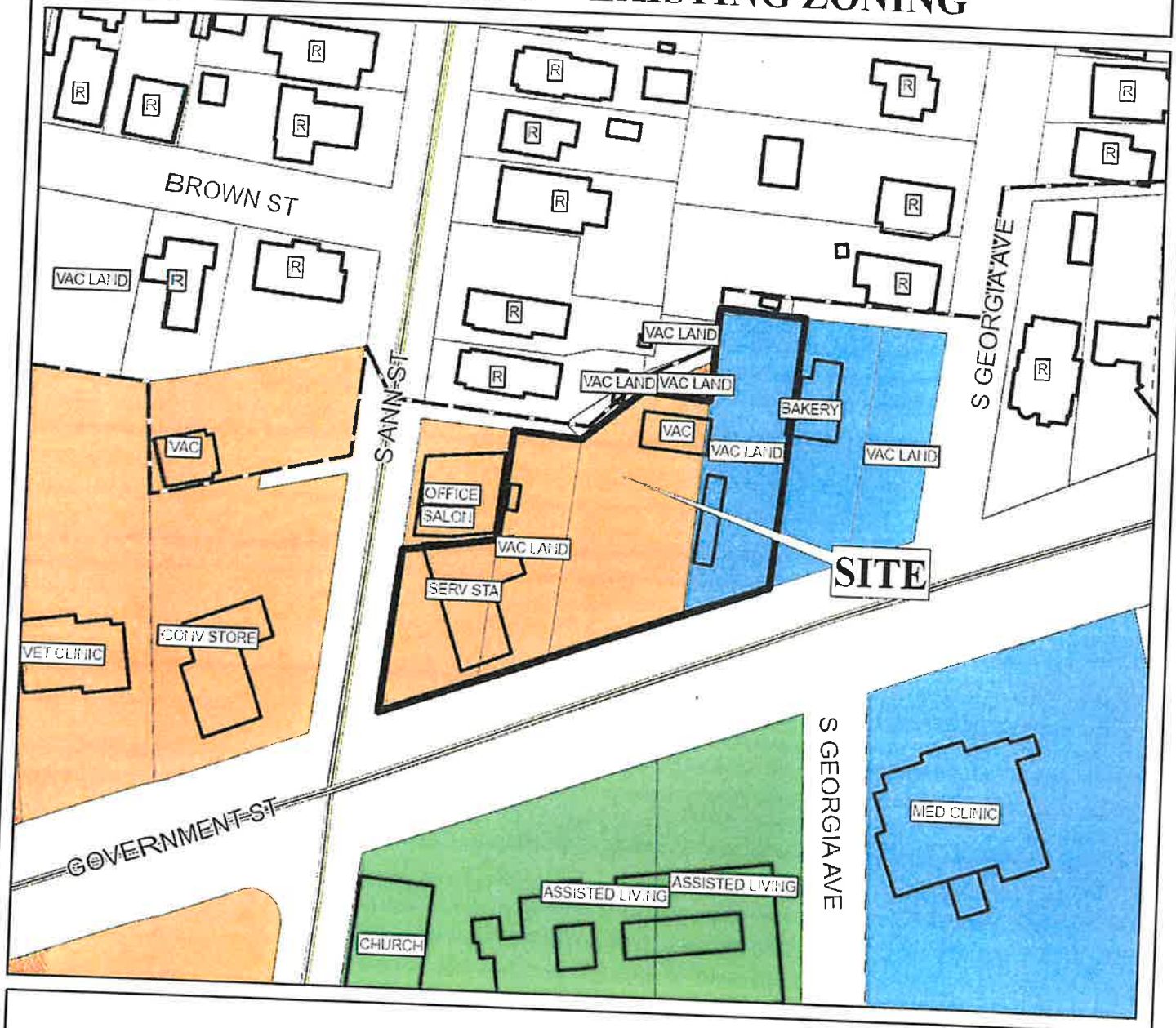
APPLICANT Griffith Subdivision Addition to

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded residential and commercial units

APPLICATION NUMBER 5 DATE December 1, 2022

APPLICANT Griffith Subdivision Addition to

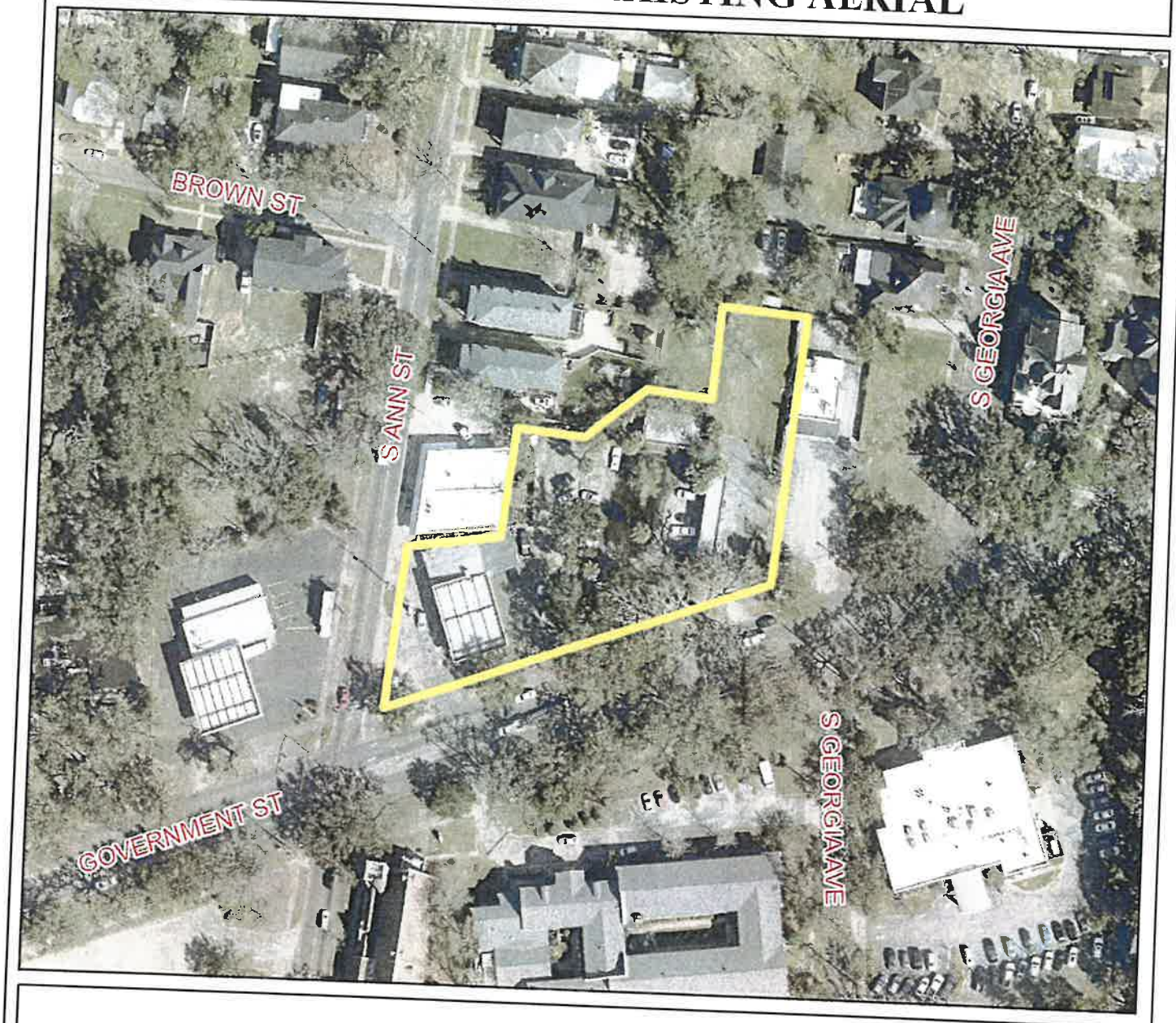
REQUEST Subdivision, PUD, Rezoning from B-1 and B-2 to B-2

R-A R-1 R-2 R-3 R-B H-B T-B B-1 LB-2 B-2 B-3 B-4 B-5 I-1 I-2 MUN OPEN SD SD-WH T3 T4 T5.1 T5.2 T6

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded residential and commercial units

APPLICATION NUMBER 5 DATE December 1, 2022

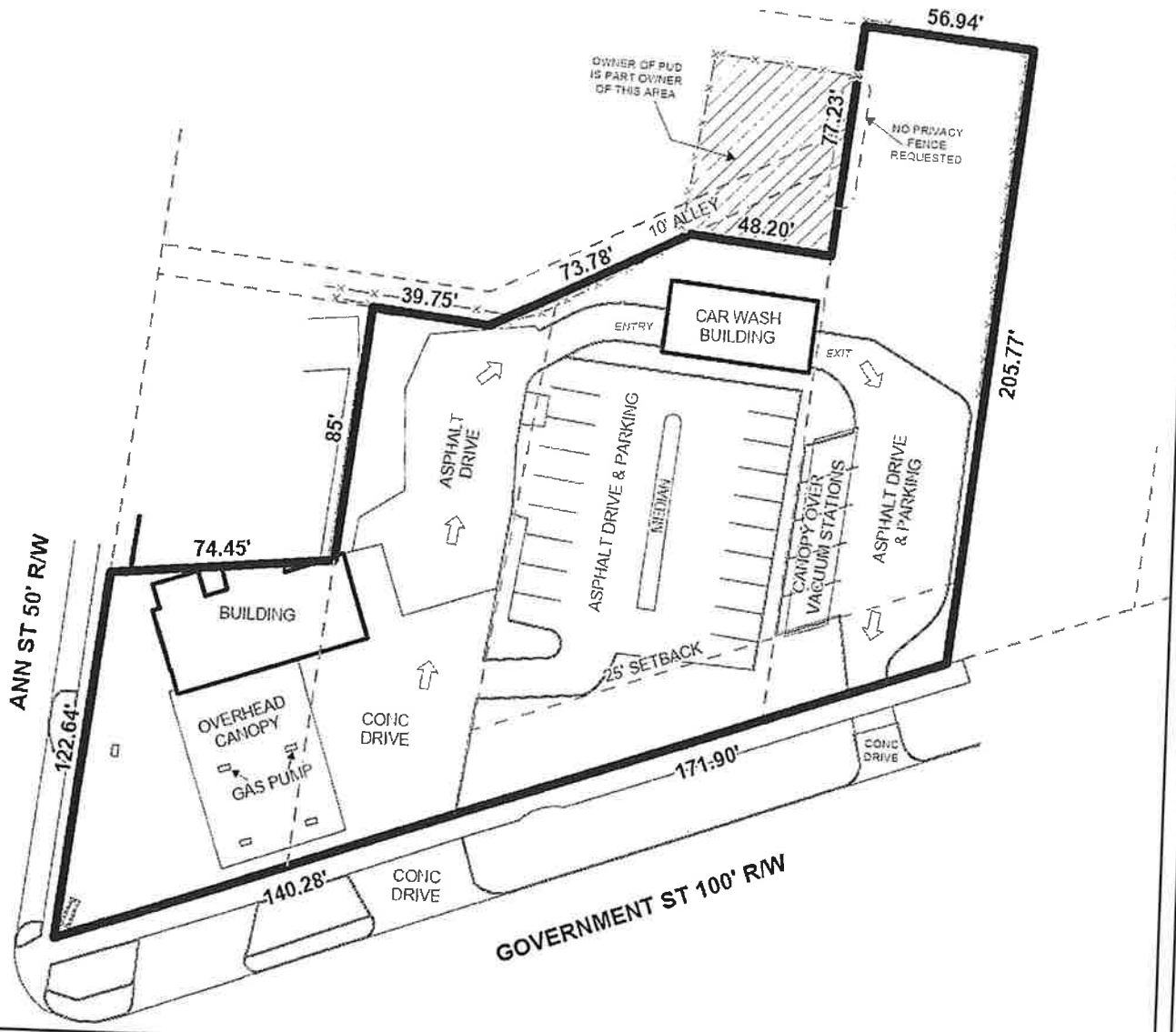
APPLICANT Griffith Subdivision Addition to

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

N

NTS

SITE PLAN



The site plan illustrates the existing buildings, parking, setback, and fences.

APPLICATION NUMBER 5 DATE December 1, 2022

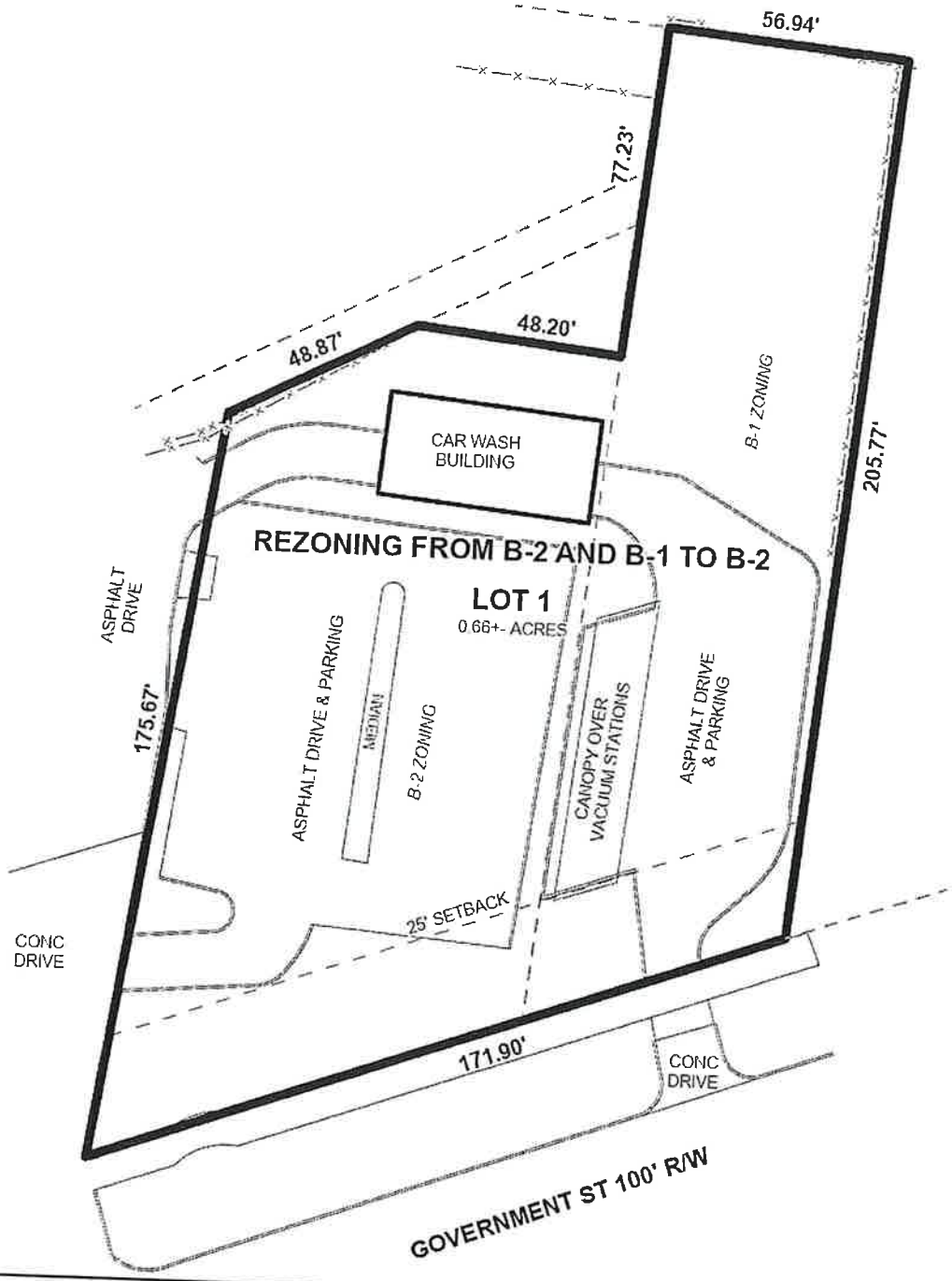
APPLICANT Griffith Subdivision Addition to

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE December 1, 2022

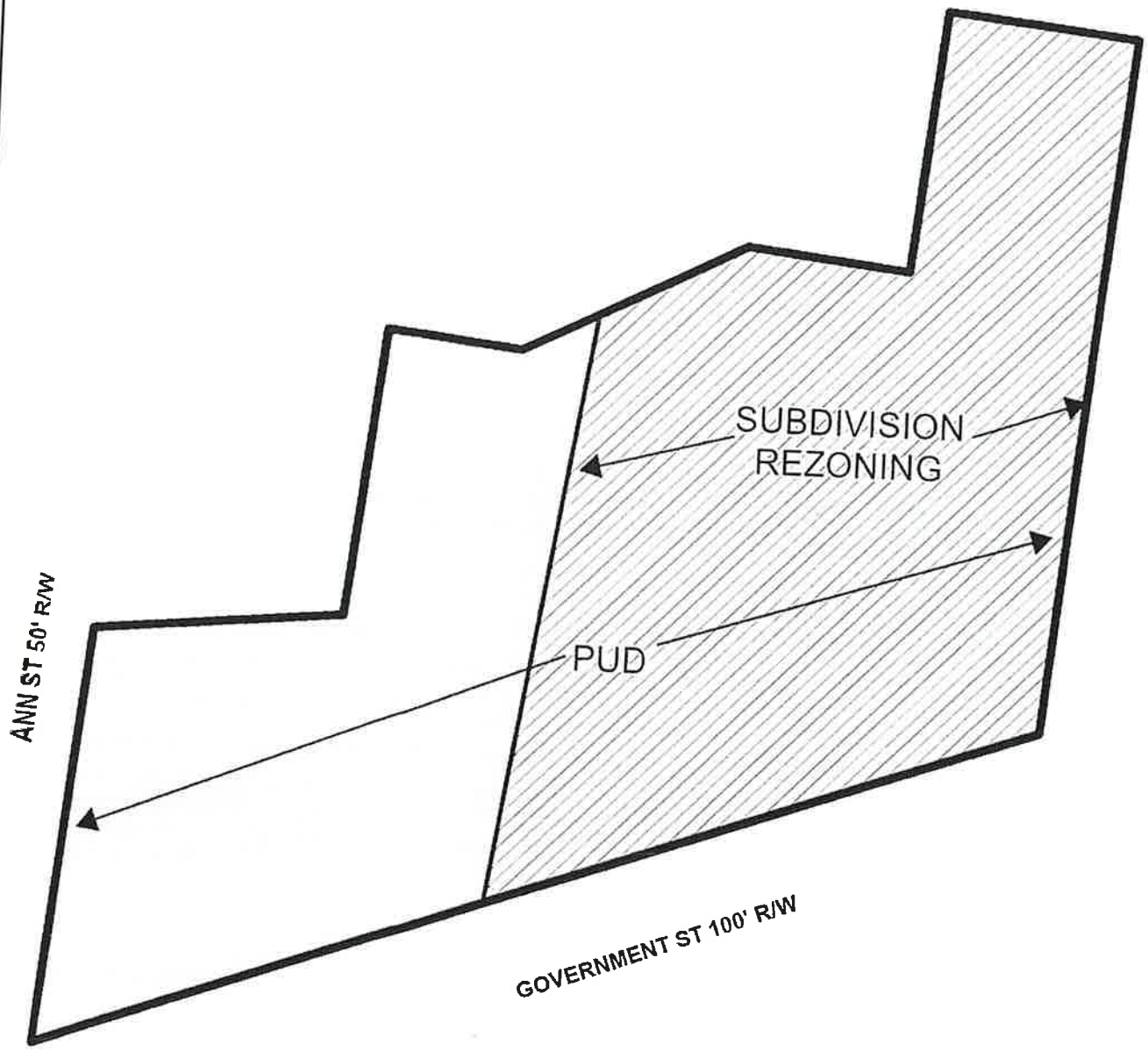
APPLICANT Griffith Subdivision Addition to

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE December 1, 2022

APPLICANT Griffith Subdivision Addition to

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

N

NTS

AN ORDINANCE 2023

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

COMMENCING AT THE NORTHEAST CORNER OF ANN STREET AND GOVERNMENT STREET; THENCE NORTH 70° - 53' - 43" EAST ALONG THE NORTH LINE OF GOVERNMENT STREET 140.28 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 70° - 53' - 43" EAST 171.90 FEET TO A POINT THAT IS 130.05 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT STREET AND GEORGIA AVENUE; THENCE NORTH 06° - 03' - 32" EAST 205.77 FEET; THENCE NORTH 84° - 14' - 58" WEST 56.94 FEET; THENCE SOUTH 06° - 29' - 00" WEST 77.22 FEET TO THE NORTHEAST CORNER OF LOT 1, GRIFFITH SUBDIVISION AS RECORDED IN MAP BOOK 40, PAGE 107, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 83° - 25' - 46" WEST 48.20 FEET TO A CORNER OF LOT 1 WHICH IS ON THE SOUTH LINE OF A 10 FOOT ALLEY; THENCE SOUTH 63° - 30' - 14" WEST ALONG THE SOUTH LINE OF SAID ALLEY AND ALONG THE NORTH LINE SAID LOT 1 A DISTANCE OF 48.87 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE SOUTH 08° - 53' - 35" WEST 175.67 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including

the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; 2) full compliance with all municipal codes and ordinances; and 3) compliance with the Voluntary Conditions & Use Restrictions submitted by the applicant.**

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

adopted:

_____

Lisa Lambert, City Clerk

Griffith Shell (Gerald Byrd, Agent)
North side of Government Street, 140'± East of South Ann Street
Council District 2
William Carroll

Notice of Public Hearing for the Proposed Rezoning of Property
Located at the North side of Government Street, 140' ± east of South Ann Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted April 25, 2023, a public hearing will be held on the 23rd day of May, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at the north side of Government Street, 140' ± east of South Ann Street from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

COMMENCING AT THE NORTHEAST CORNER OF ANN STREET AND GOVERNMENT STREET; THENCE NORTH 70° - 53' - 43" EAST ALONG THE NORTH LINE OF GOVERNMENT STREET 140.28 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 70° - 53' - 43" EAST 171.90 FEET TO A POINT THAT IS 130.05 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT STREET AND GEORGIA AVENUE; THENCE NORTH 06° - 03' - 32" EAST 205.77 FEET; THENCE NORTH 84° - 14' - 58" WEST 56.94 FEET; THENCE SOUTH 06° - 29' - 00" WEST 77.22 FEET TO THE NORTHEAST CORNER OF LOT 1, GRIFFITH SUBDIVISION AS RECORDED IN MAP BOOK 40, PAGE 107, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 83° - 25' - 46" WEST 48.20 FEET TO A CORNER OF LOT 1 WHICH IS ON THE SOUTH LINE OF A 10 FOOT ALLEY; THENCE SOUTH 63° - 30' - 14" WEST ALONG THE SOUTH LINE OF SAID ALLEY AND ALONG THE NORTH LINE SAID LOT 1 A DISTANCE OF 48.87 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE SOUTH 08° - 53' - 35" WEST 175.67 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-2, Neighborhood Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; 2) full compliance with all municipal codes and ordinances; and 3) compliance with the Voluntary Conditions & Use Restrictions submitted by the applicant.

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 ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 23rd day of May, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 3rd day of May, 2023 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **North side of Government Street, 140'± East of South Ann Street.**

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with**: 1) completion of the Subdivision process; 2) full compliance with all municipal codes and ordinances; and 3) compliance with the Voluntary Conditions & Use Restrictions submitted by the applicant.**

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/20/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/20/2023 - 3:01 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 908 Kendrick Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 23rd day of May 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 908 Kendrick Drive (east side of Kendrick Drive, 297' ± south of Moffett Road, extending to the south terminus of Kendrick Drive) from R-1, Single-Family Residential District, to B-3, Community Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT 11 OF THE FRY TRACT, ACCORDING TO PLAT RECORDED IN DEED BOOK 156, PAGE 268, OF THE RECORDS, LYING NORTH OF THE ILLINOIS CENTRAL GULF RAILROAD, EXCEPT THAT PART IN KENDRICK DRIVE AND EXCEPT LOT 1 OF MORRIS SUBDIVISION RECORDED IN MAP BOOK 36, PAGE 60, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from R-1, Single-Family Residential District to B-3, Community Business District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in B-3, Community Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 23rd day of May 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 3rd day of May, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **908 Kendrick Drive** (East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive).

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential District to B-3, Community Business District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended.

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

AN ORDINANCE **2023**

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

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

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

LOT 11 OF THE FRY TRACT, ACCORDING TO PLAT RECORDED IN DEED BOOK 156, PAGE 268, OF THE RECORDS, LYING NORTH OF THE ILLINOIS CENTRAL GULF RAILROAD, EXCEPT THAT PART IN KENDRICK DRIVE AND EXCEPT LOT 1 OF MORRIS SUBDIVISION RECORDED IN MAP BOOK 36, PAGE 60, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **R-1, Single-Family Residential District to B-3, Community Business District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **B-3, Community Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

Adopted:

Lisa Lambert, City Clerk

Todd Dempsey
908 Kendrick Drive
East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 13, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of February 2, 2023 considered the request of **Todd Dempsey** for a change in zoning from **R-1, Single-Family Residential District to B-3, Community Business District** for the property located at **908 Kendrick Drive** (East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive).

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **908 Kendrick Drive** (East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive).

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential District to B-3, Community Business District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended.

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

AN ORDINANCE **2022**

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

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

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

LOT 11 OF THE FRY TRACT, ACCORDING TO PLAT RECORDED IN DEED BOOK 156, PAGE 268, OF THE RECORDS, LYING NORTH OF THE ILLINOIS CENTRAL GULF RAILROAD, EXCEPT THAT PART IN KENDRICK DRIVE AND EXCEPT LOT 1 OF MORRIS SUBDIVISION RECORDED IN MAP BOOK 36, PAGE 60, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **R-1, Single-Family Residential District to B-3, Community Business District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **B-3, Community Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

adopted:

Lisa Lambert, City Clerk

Todd Dempsey
908 Kendrick Drive
East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 3, 2023

Todd Dempsey
143 Myrtlewood Lane
Mobile, Alabama 36608

Re: **908 Kendrick Drive**
(East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive).
Council District 7
ZON-002346-2023 (Rezoning)
Todd Dempsey
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District

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

At its meeting on February 2, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following condition prevails to support the rezoning request:

1) **Change in conditions. Changed or changing conditions in a particular area, or in the planning region generally, make a change in the chapter necessary and desirable; and**
2) **Increase in need for sites for business or industry. Increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to rezone an area or to extend the boundaries of an existing district.**

The advertising fee for this application based on the current legal description is $260.68. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

ZON-002346-2023 TODD DEMPSEY
February 3, 2023

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

SUBMITTED BY APPLICANT AT FEB 2, 2023 PC MTG

Date:1/30/2023

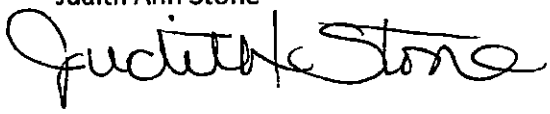
Re: Rezoning of 908 Kendrick Drive, Mobile, AL 36618

To Whom It May Concern,

My name is Judith Ann Stone. I live at 913 Kendrick Drive, directly across the street from 908 Kendrick Drive that has applied for rezoning. I am writing to express my support for this rezoning and hope that you will approve this as it will improve the area where we live.

Thank you

Judith Ann Stone



SUBMITTED BY APPLICANT AT FEB 2, 2023 PC MTG.

Date:1/30/2023

Re: Rezoning of 908 Kendrick Drive, Mobile, AL 36618

To Whom It May Concern,

My name is Joe Dean. I live at 911 Kendrick Drive, directly across the street from 908 Kendrick Drive that has applied for rezoning. I am writing to express my support for this rezoning and hope that you will approve it. The property has become a place where people dump trash and the development proposed by Mr. Dempsey will clean up the property and is a positive addition to our area. I hope you will take our support into consideration as we are the ones who live directly across from this property and are affected by its condition

Thank you

Joe Dean

MOBILE CITY PLANNING COMMISSION
January 18, 2023
PUBLIC HEARING NOTICE

Re: **908 Kendrick Drive**
(East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive).
Council District 7
ZON-002346-2023 (Rezoning)
Todd Dempsey
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, February 2, 2023, 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.

The proposed zoning district is Rezoning from R-1, Single-family Residential District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate 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 or fax:

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, **by 2:00 p.m.** on **Wednesday, February 1, 2023,** 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 18, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **908 Kendrick Drive**
(East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive).
Council District 7
ZON-002346-2023 (Rezoning)
Todd Dempsey
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, February 2, 2023, 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.

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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 or fax, by **2:00 p.m.** on **Wednesday, February 1, 2023,** 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 Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

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) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

ZON-002346-2023

APPLICATION TYPE AND FEES

■ Zoning Change	☐ Planning Approval	☐ Planned Unit Development
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost**)

✓ **1. APPLICANT** If other than property owner, must furnish written authorization from owner.

Todd Dempsey — Name

dempsetc@gmail.com — Email

143 Myrtlewood Lane, Mobile, AL 36608 — Full Address (Street, City, State, Zip)

843-327-1237 — Phone

✓ **2. OWNER** Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

195, LLC (an alabama limited liability company) — Name

Name (other owners, optional)

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

908 Kendrick Drive, Mobile, AL 36618 — Property Address

R022501124000042 — Parcel Number

1.28 acres — Property Area (acres or square feet)

R-1 — Present Zoning

B-3 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

1/9/23

ZON-002346-2023

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ■ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

10. 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).

11. 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.

Todd Dempsey
Applicant Signature

1/2/2023
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 rezoning or Planning 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.

Todd Dempsey
Applicant Signature

1/2/2023
Date

1/9/23

APPLICATION CHECKLIST

(ZON, PUD, PLA)

ZON-002346-2023

- ■ Seven (7) copies of completed application
- ■ Legal description of site in question (from deed or survey, not a tax assessment description)
- ■ Parcel number of site in question
- ■ Detailed description of proposal
- ☐ Plan consistency analysis
- ■ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ■ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ■ All trees 24" and larger shown on plan
- ■ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ■ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ■ Notification fee ($1.00) per mailing label
- ■ One photocopy of address labels
- ■ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

1/9/23

ZON-002346-2023

Letter of Authorization

Date: 12/27/22

Re: Zoning Application for 908 Kendrick Dr., Mobile, AL 36618

Dear Planning Department,

The property located at 908 Kendrick Drive in Mobile, AL is currently owned by 195, LLC an Alabama limited liability company. As owner and authorized signatory of 195, LCC, please let this letter serve as notification of my authorization to allow Todd Dempsey to submit an application for a zoning change from R-1 to B-3 for this property. The parcel ID is R022801124000042 and the parcel key is 00441034.

Thank you

Cory Bronenkamp

195, LLC (an Alabama limited liability company)

1/9/23

ZON-002346-2023

4. Application Description: The contemplated use are storage bays for boats.The character of improvements will consist of an asphalt area and then there will also be a metal building constructed on site which will have roll up doors. It will be a single slope roof and one large building with individual bays in them that are 15' wide by 50' deep. Those bays will serve as storage areas for equipment for the boats for personal storage bays. There are currently no improvements on the site so everything constructed will be new. The time schedule for development is roughly the fall of 2023 after the zoning change is approved and then permits are obtained from the City. We expect construction to last 6+/- months. There are no stages of development.

5. Plan Consistency Statement: After looking at the Future Land Use Map in the area, there are increases in the number of parcels for "Mixed Commercial Corridor" indicating this corridor along Moffett Road is an ideal area for this type of commercial use. Specifically, parcels fronting Moffett or just one or two parcels off Moffett that do not have houses on them seem to be Mixed Commercial Corridor uses. The current zoning of this parcel is R-1 and the Future Land Use Map is showing Low Density Residential but due to the inability for years by multiple owners to make this parcel a feasible residential use, we feel its highest and best use is a commercial parcel. After looking at the Future Land Use Map, it shows this area trending more towards a commercial corridor which we agree with as Moffett Rd. is a 5 line major throughfare road where 18 wheelers and other large commercial vehicles travel all day.

6. Zoning Statement: The current zoning on the land is R-1. The land is abutted to the West by Kendrick Drive, to the North by zoning B-2 which contains a Hardee's restaurant on site, to the south by a railroad track, and to the East by R-1. The parcel has always been undeveloped and has become a location where people illegally dump trash. Due to the location next to a train track, the previous two owners have been unsuccessful in marketing the land to anyone to build residential uses or to sell for a residential use. As a result, they have been unable to make any improvements to the land.

We are requesting a rezoning to B-3 because there are "changes in conditions in this particular area that make a change in the ordinance necessary and desirable." The Future Land Use Map shows parcels along this frontage and parcels 1 to 2 off the frontage of Moffett being ideal for a "Mixed Commercial Corridor." Secondly, there is an increased need of business sites in addition to sites that are available make it necessary and desirable to rezone this area. There is a lack of available B zoning along this corridor for sale for this use and at the correct acreage and thus there is an increased need for business sites in this area. Also, there has been an increase along this corridor of more businesses moving into the area to access the interstate as the road accessing this site is a 5 lane major throughway named Moffett Road. The property touching this land is zoned B-2 so we request that, due to the location of the parcel next to a train track, the inability of multiple owners to use it under its current zoning, and the fact that is has become an illegal trash dump, that the city allow this parcel to be rezoned to B-3 and extend B zoning from the parcel in front of this to this one make it necessary and desirable to rezone this parcel. Mr. Joe Dean, resident of 911 Kendrick Drive (across the street) and Ms. Judith Ann Stone, resident of 913 Kendrick Drive (across the street) both are in support of this rezoning as the site has become a trash dump that they have to look at and smell. The other residents were not home after multiple stops at their properties to discuss the project.

10. Names of those within 300 feet.

1/9/23

ZON-002346-2023

Name	Address
Bhole Hospitality LLC	3759 Moffett Road, Mobile, AL 36618
R&R Commercial Property LLC	3755 Moffett Road, Mobile, AL 36618
Judith Ann Stone	913 Kendrick Drive, Mobile, AL 36618
Joe Dean	911 Kendrick Drive, Mobile, AL 36618
Sheron Atwell	199 Shell Rd., Saraland, AL 36571
Monica A Day & Dobert Nummy	248 E Capital St. Ste 340, Jackson, MS 39201
905 Kendrick Drive Trust	8065 Windsor Way, Mobile, AL 36695
Syreeta Kinney	1458 Fern Valley Rd., Mobile, AL 36609
Shriners Hospital for Children	3975 Pinebrook Dr S Mobile, AL 36608
James A & Barbara Rohmer	3703 Moffett Road, Mobile, AL 36618

1/9/23

ZON-002346-2023

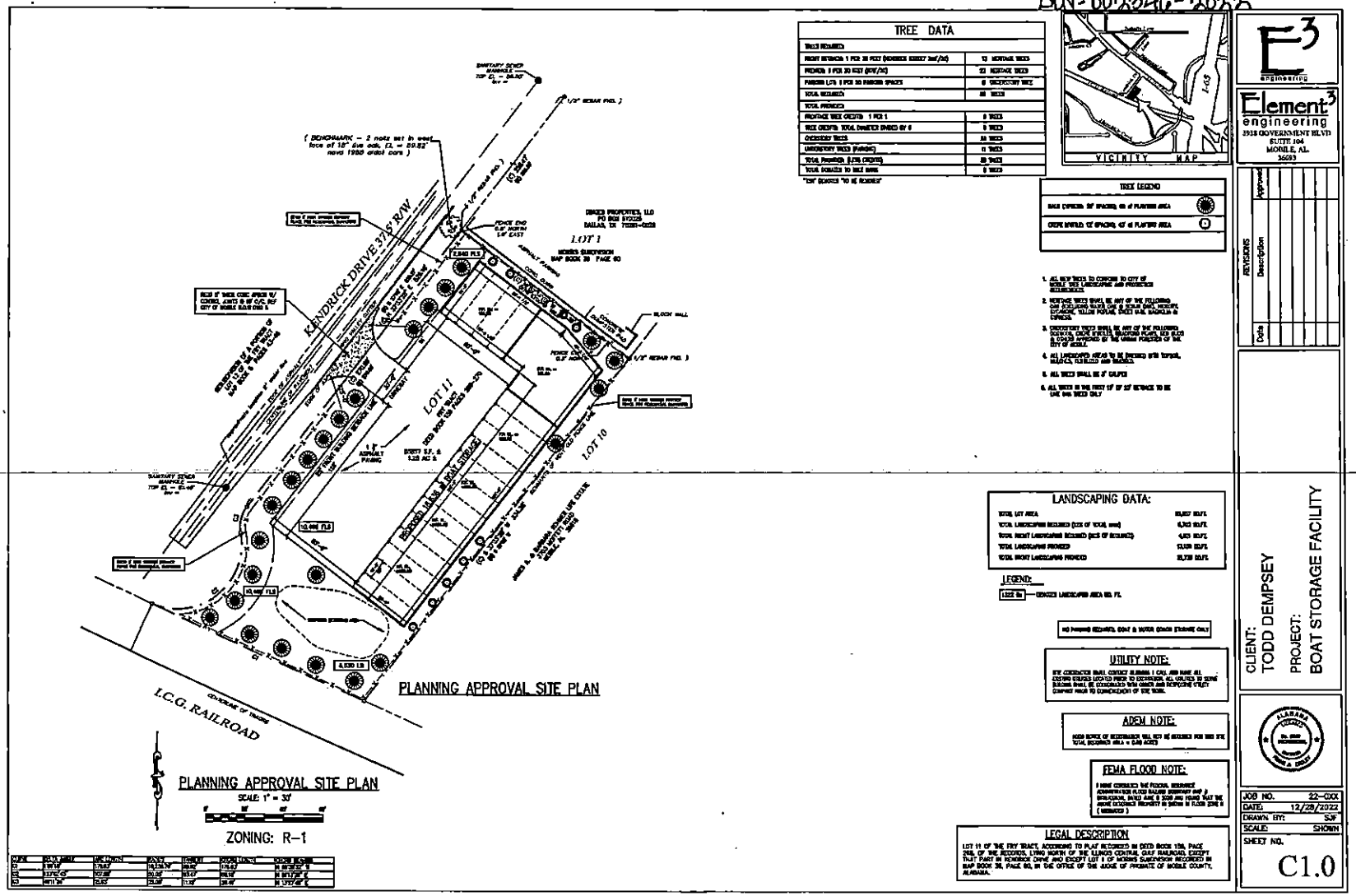
Legal Description:

LOT 11 OF THE FRY TRACT, ACCORDING TO **PLAT** RECORDED IN DEED BOOK 156, PAGE 268, OF llff RECORDS, LYING NORTH OF THE ILLINOIS CENTRAL GULF RAILROAD, EXCEPT THAT PART IN KENDRICK DRIVE AND EXCEPT LOT 1 DF MORRIS SUBDI SION RECORDED IN MAP BOOK 36, PAGE 60, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

Parcel Number: R022801124000042.000

1/9/23

LDN-002346-2022



1/9/23

ZON-00234-2023

Todd Dempsey
143 Myrtlewood Lane
Mobile, AL 36608

Shriners Hospital for Children
C/O 195 LLC (An Alabama LLC)
3975 Pinebrook Dr S
Mobile, AL 36608

Bhole Hospitality LLC
3759 Moffett Road
Mobile, AL 36618

R&R Commercial Property LLC
3755 Moffett Rd
Mobile, AL 36618

Judith Ann Stone
913 Kendrick Drive
Mobile, AL 36618

Joe Dean
911 Kendrick Drive
Mobile, AL 36618

Revised

Sheron Atwell
199 Shell Rd
Saraland, AL 36571

Monica A Day & Dobert Nummy
248 E Capital St, Ste 340
Jackson, MS 39201

905 Kendrick Drive Trust
8065 Windsor Way
Mobile, AL 36695

1/9/23

Syreeta Kinney
1458 Fern Valley Rd
Mobile, AL 36609

James A & Barbara Rohmer
3703 Moffett Rd
Mobile, AL 36618

#3

SUB-002358-2023 &
ZON-002346-2023

SUBDIVISION, &
ZONING AMENDMENT STAFF REPORT **Date: February 2, 2023**

NAME	Todd Dempsey
SUBDIVISION NAME	908 Kendrick Drive Subdivision
LOCATION	908 Kendrick Drive (East side of Kendrick Drive, 297'± South of Moffett Road, extending to the South terminus of Kendrick Drive).
CITY COUNCIL DISTRICT	District 7
PRESENT ZONING	R-1, Single Family Residential District
PROPOSED ZONING	B-3, Community District
AREA OF PROPERTY	1 Lot / 1.3± Acres
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record from one (1) metes-and-bounds parcel; and Rezoning from R-1, Single Family Residential District, to B-3, Community Business District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Fall 2023
ENGINEERING COMMENTS	

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Change the drawing title to a Subdivision PLAT. An ALTA survey was submitted.

C. Provide a Subdivision Name for the proposed PLAT.
D. Provide a LOT designation for the one (1) proposed lot (i.e. 1, A).
E. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
F. Provide the Surveyor's Certificate.
G. Coordinate with the ENG Dept. to finalize a note that will need to be added to the SUBDIVISION PLAT It will indicate that as shown on the 1984 aerial photo (FLIGHT 24 - #72) the proposed lot will not receive any historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control).
H. 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.
I. 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.
J. 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.
K. 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.
L. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
M. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a

requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS Regarding the proposed zoning change, Kendrick Drive is a substandard city street with radii onto US-98 (Moffett Road) that are more typical of a residential driveway. Development of commercial zoning off Kendrick Drive is not recommended without street improvements. US-98 is an ALDOT maintained roadway and changes to the access of Kendrick Drive to Moffett Road are subject to ALDOT approval. Regarding the subdivision, the required plat note: Site is limited to one curb cut to Kendrick Drive with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards.

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.

Public road access with a minimum width of 20' and an approved turn around provided for any dead-end that is greater than 150'.

Fire hydrants will be required to be within 400' of the most distant point of structures exterior wall. If the structure is sprinkled a hydrant will be required to be within 600' of the most distant point of structures exterior wall.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from one (1) metes-and-bounds parcel; and Rezoning from R-1, Single Family Residential District, to B-3, Community Business District.

The site has been given a Low Density Residential (LDR) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

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.

The site is a portion of Lot 11 of the Fry Tract, which was recorded in Probate Court in 1919. In 1948, Lot 12, Fry Tract (to the West, across what is now Kendrick Drive), was subdivided to create six residential lots, and platted Kendrick Drive, a "half street" with a 25-foot wide right-of-way. In 1983, the front portion of Lot 11 was separated from the rear (subject site), and recorded as Lot 1, Morris Subdivision. Lot 1 was also rezoned from R-1 to B-2 to accommodate a fast food restaurant. During the 1983 Planning Commission meeting, discussion regarding the Kendrick Drive right-of-way determined that instead of requiring dedication to provide a 50-foot right-of-way to allow construction of a compliant city street, dedication to provide 12.5-feet, for a total width of 37.5-feet all the way to the street terminus was adequate, as Kendrick Drive only served six (6) residences (at that time). Kendrick Drive is a minor street without curb-and-gutter, and the current standards of the Subdivision Regulations require a minimum 60-foot right-of-way. While

the Planning Commission approved the 1984 Subdivision with Kendrick Drive having a 37.5-foot right-of-way, the Commission did so with only six (6) homes on Kendrick Drive, the proposed commercial use of the proposed lot, makes the right-of-way inadequate. If the requested rezoning is approved, dedication to provide 30-feet from the centerline of Kendrick Drive should be required.

The lot size is labeled on the preliminary plat in square feet and acres, and should be retained on the Final Plat, adjusted for any dedication, or a table should be furnished on the Final Plat providing the same information, if approved, adjusted for any required dedication.

The 25-foot front minimum building setback is shown along Kendrick Drive. If approved, the 25-foot setback should be retained on the Final Plat, adjusted for any required dedication.

Regarding access management, a note should be placed on the Final Plat stating the Traffic Engineering comments, if approved.

The applicant submitted the following concerning the Rezoning:

> *Application Description: The contemplated use are storage bays for boats. The character of improvements will consist of an asphalt area and then there will also be a metal building constructed on site which will have roll up doors. It will be a single slope roof and one large building with individual bays in them that are 15' wide by 50' deep. Those bays will serve as storage areas for equipment for the boats for personal storage bays. There are currently no improvements on the site so everything constructed will be new. The time schedule for development is roughly the fall of 2023 after the zoning change is approved and then permits are obtained from the City. We expect construction to last 6+/- months. There are no stages of development.*
>
> *Plan Consistency Statement: After looking at the Future Land Use Map in the area, there are increases in the number of parcels for "Mixed Commercial Corridor" indicating this corridor along Moffett Road is an ideal area for this type of commercial use. Specifically, parcels fronting Moffett or just one or two parcels off Moffett that do not have houses on them seem to be Mixed Commercial Corridor uses. The current zoning of this parcel is R-1 and the Future Land Use Map is showing Low Density Residential but due to the inability for years by multiple owners to make this parcel a feasible residential use, we feel its highest and best use is a commercial parcel. After looking at the Future Land Use Map, it shows this area trending more towards a commercial corridor which we agree with as Moffett Rd. is a 5 line major throughfare road where 18 wheelers and other large commercial vehicles travel all day.*
>
> *Zoning Statement: The current zoning on the land is R-1. The land is abutted to the West by Kendrick Drive, to the North by zoning B-2 which contains a Hardee's restaurant on site, to the south by a railroad track, and to the East by R-1. The parcel has always been undeveloped and has become a location where people illegally dump trash. Due to the location next to a train track, the previous two owners have been unsuccessful in marketing the land to anyone to build residential uses or to sell for a residential use. As a result, they have been unable to make any improvements to the land.*

We are requesting a rezoning to B-3 because there are "changes in conditions in this particular area that make a change in the ordinance necessary and desirable." The Future Land Use Map shows parcels along this frontage and parcels 1 to 2 off the frontage of Moffett being ideal for a "Mixed Commercial Corridor." Secondly, there is an increased need of business sites in addition to sites that are available make it necessary and desirable to rezone this area. There is a lack of available B zoning along this corridor for sale for this use and at the correct acreage and thus there is an increased need for business sites in this area. Also, there has been an increase along this corridor of more businesses moving into the area to access the interstate as the road accessing this site is a 5 lane major throughway named Moffett Road. The property touching this land is zoned B-2 so we request that, due to the location of the parcel next to a train track, the inability of multiple owners to use it under its current zoning, and the fact that is has become an illegal trash dump, that the city allow this parcel to be rezoned to B-3 and extend B zoning from the parcel in front of this to this one make it necessary and desirable to rezone this parcel. Mr. Joe Dean, resident of 911 Kendrick Drive (across the street) and Ms. Judith Ann Stone, resident of 913 Kendrick Drive (across the street) both are in support of this rezoning as the site has become a trash dump that they have to look at and smell. The other residents were not home after multiple stops at their properties to discuss the project.

The property is bounded to the East, West, and South by R-1, Single-Family Residential District; to the North by B-2, Neighborhood Business District.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

Section 64-9.A.2.a. of the Zoning Ordinance states that a newly proposed B-3 district should contain at least four (4) acres of land, while Section 64-3.E.3. of the Zoning Ordinance states that B-3 districts should be located on a thoroughfare or near the intersection of two (2) thoroughfares. The subject is 1.3± acres, does not abut any existing B-3 properties, and is not on a thoroughfare.

The applicant states that changing conditions in the area make rezoning necessary and desirable, and that there is an increased need for sites available to businesses in the area as justification for the rezoning request. While the site's proximity to a railroad presents challenges, Kendrick Drive is well below City standards, and is not capable of supporting commercial traffic. Moreover, the existing sub-standard right-of-way width essentially prohibits construction of a city standard street.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) dedication to provide 30-feet from the centerline of Kendrick Drive;
2) retention of the 25-foot minimum building setback line along Kendrick Drive, adjusted for dedication;
3) retention of the lot size label in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information, adjusted for dedication;
4) compliance with the Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Change the drawing title to a Subdivision PLAT. An ALTA survey was submitted. C. Provide a Subdivision Name for the proposed PLAT. D. Provide a LOT designation for the one (1) proposed lot (i.e. 1, A). E. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. F. Provide the Surveyor's Certificate. G. Coordinate with the ENG Dept. to finalize a note that will need to be added to the SUBDIVISION PLAT It will indicate that as shown on the 1984 aerial photo (FLIGHT 24 - #72) the proposed lot will not receive any historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). H. 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. I. 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. J. 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. K. 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. L. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. M. 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.*);
5) placement of a note on the Final Plat stating the Traffic Engineering comments: (*Site is limited to one curb cut to Kendrick Drive with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards.);*
6) compliance with the 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*

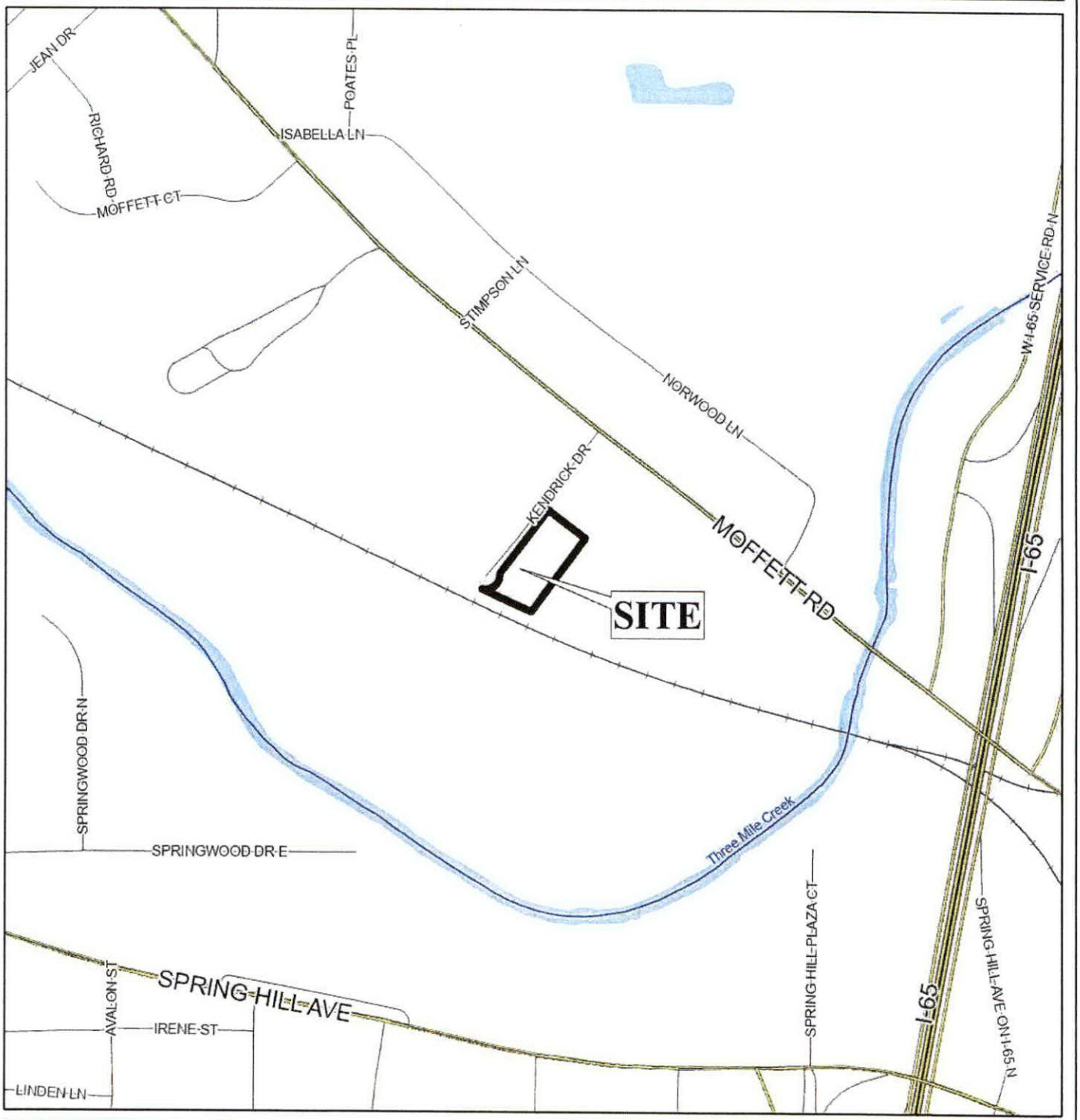
in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.); and

7) compliance with the Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 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. Public road access with a minimum width of 20' and an approved turn around provided for any dead-end that is greater than 150'. Fire hydrants will be required to be within 400' of the most distant point of structures exterior wall. If the structure is sprinkled a hydrant will be required to be within 600' of the most distant point of structures exterior wall.*).

Rezoning: Based on the preceding, this application is recommended for Denial for the following reasons:

a) Kendrick Drive is a sub-standard street that cannot handle commercial traffic;
b) The site does not meet the size criteria set forth in Section 64-9.A.2.a. of the Zoning Ordinance; and
c) The site does not meet the criteria set forth in Section 64-3.E.3. of the Zoning Ordinance, whereby B-3 districts are located on a thoroughfare, or at an intersection of two (2) thoroughfares.

LOCATOR MAP



APPLICATION NUMBER 3 DATE February 2, 2023

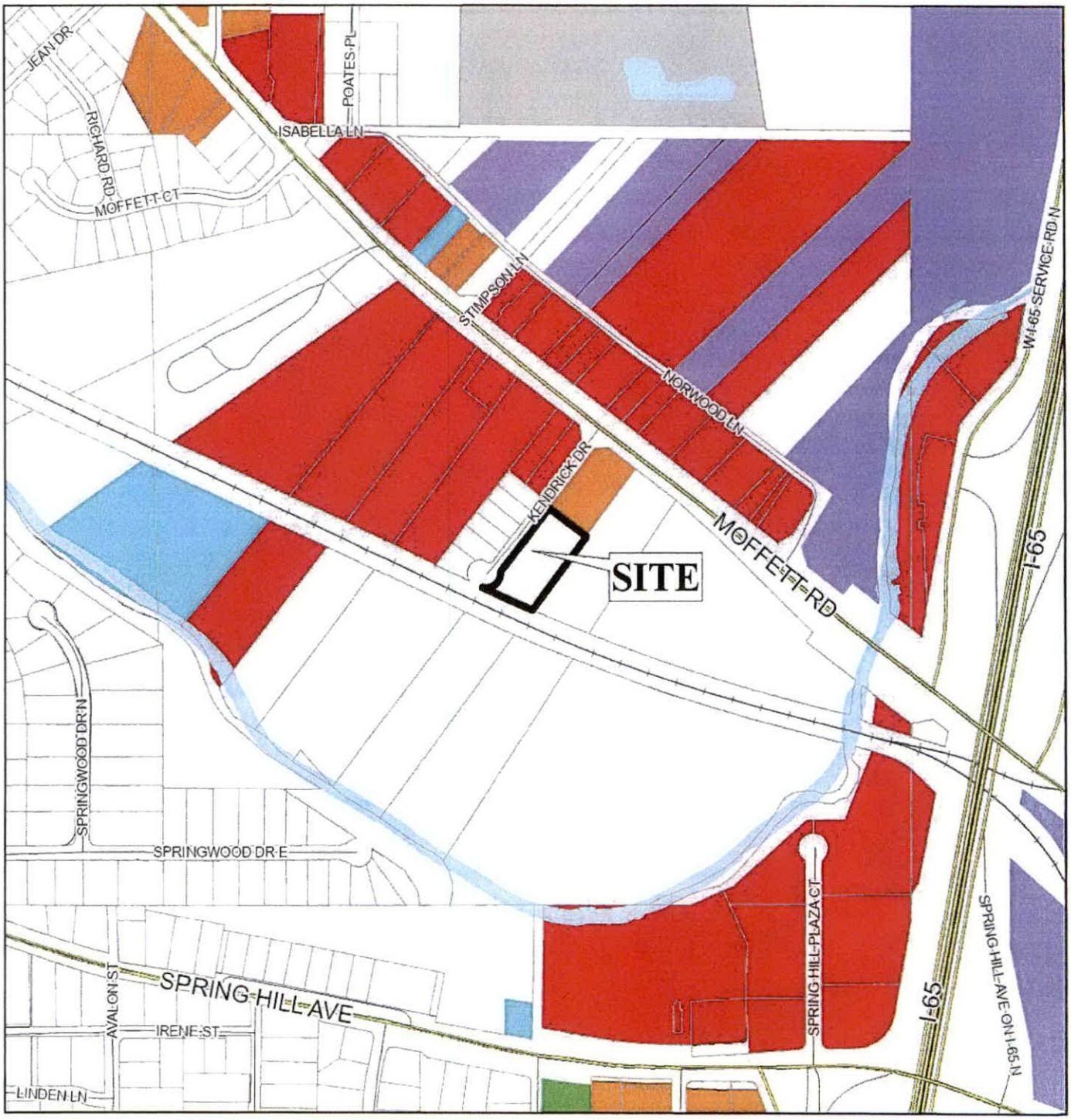
APPLICANT 908 Kendrick Drive Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-3

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 3 DATE February 2, 2023

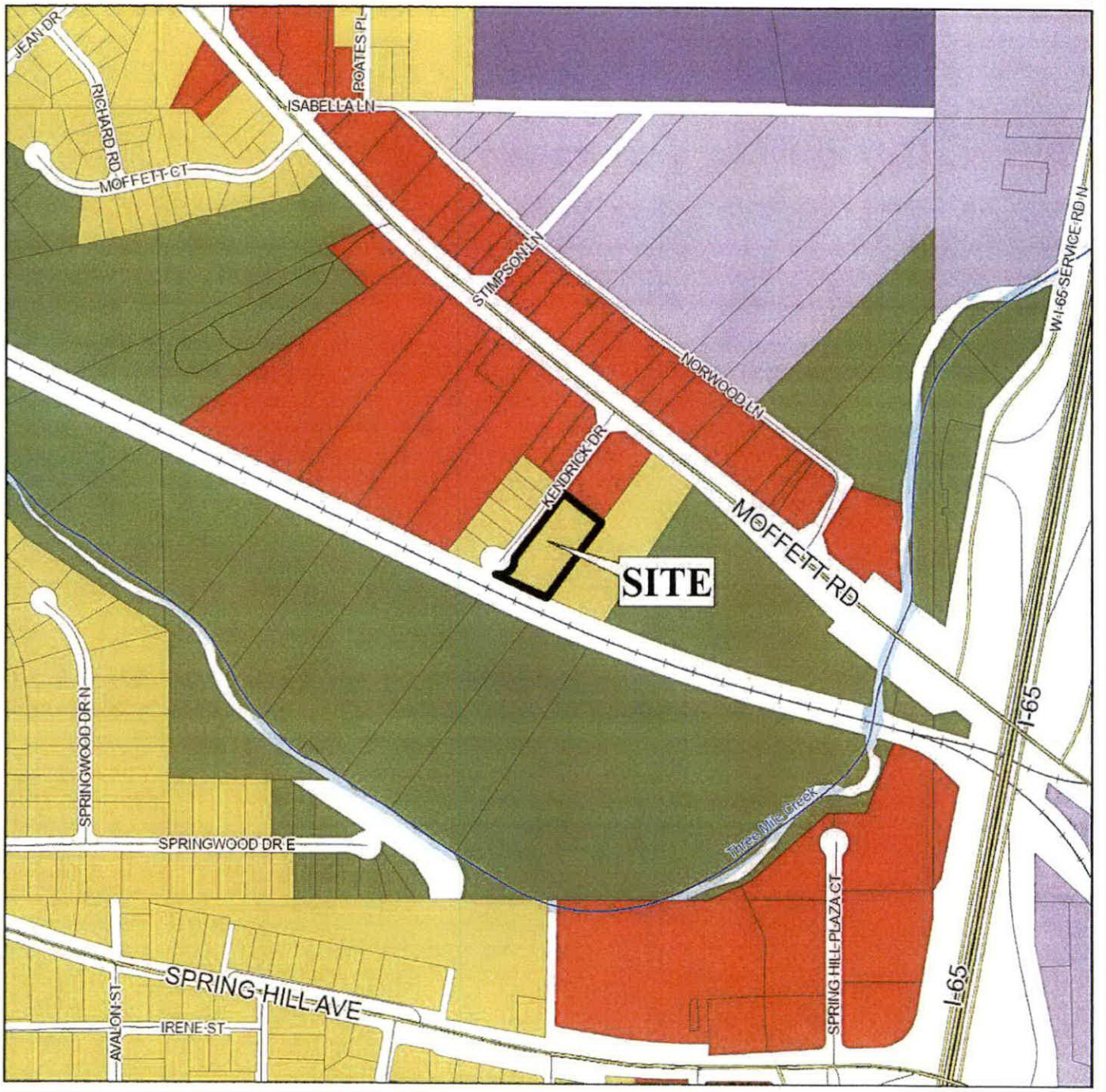
APPLICANT 908 Kendrick Drive Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 3 DATE February 2, 2023

APPLICANT 908 Kendrick Drive Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-3

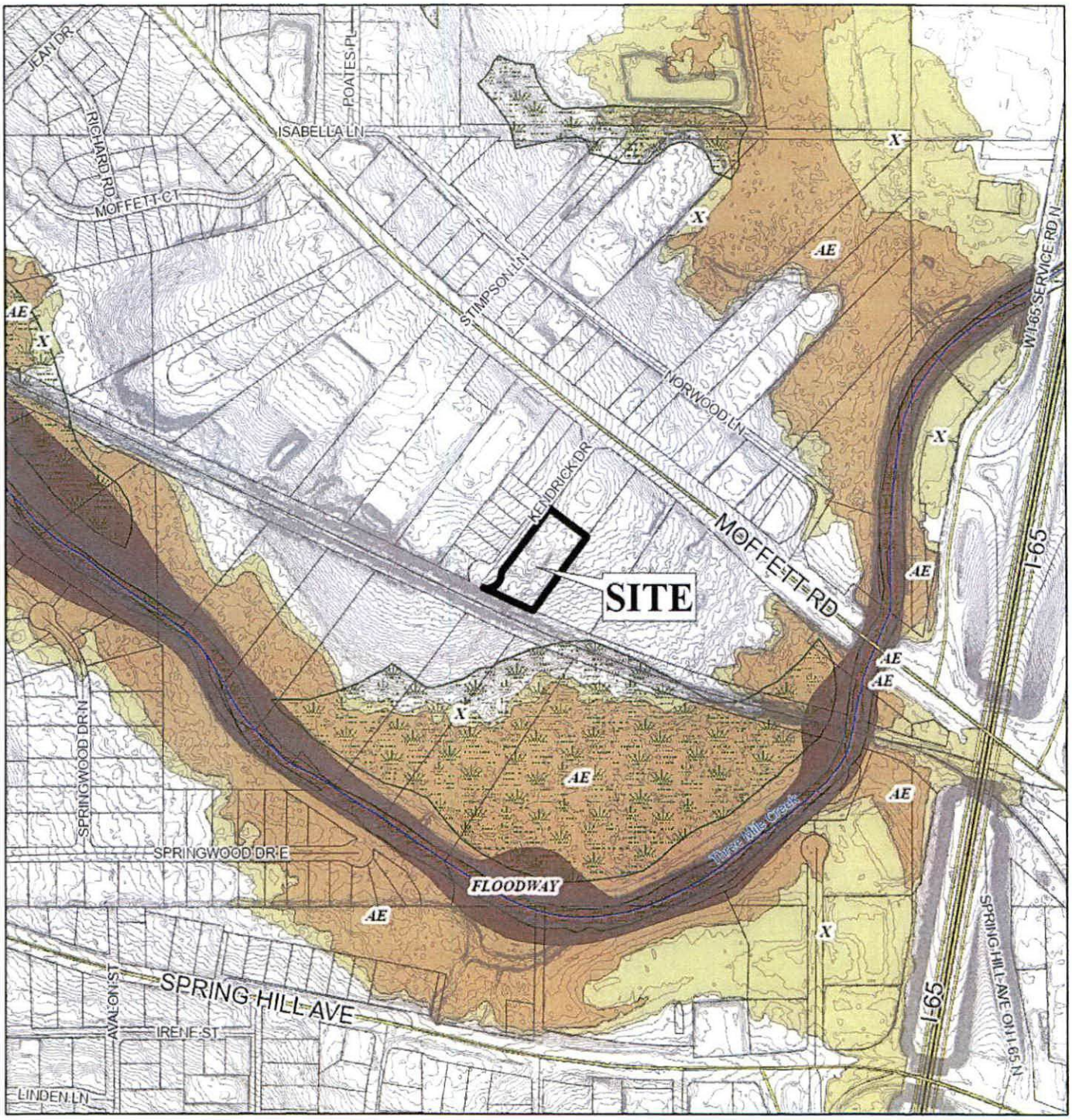
Layer2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 3 DATE February 2, 2023

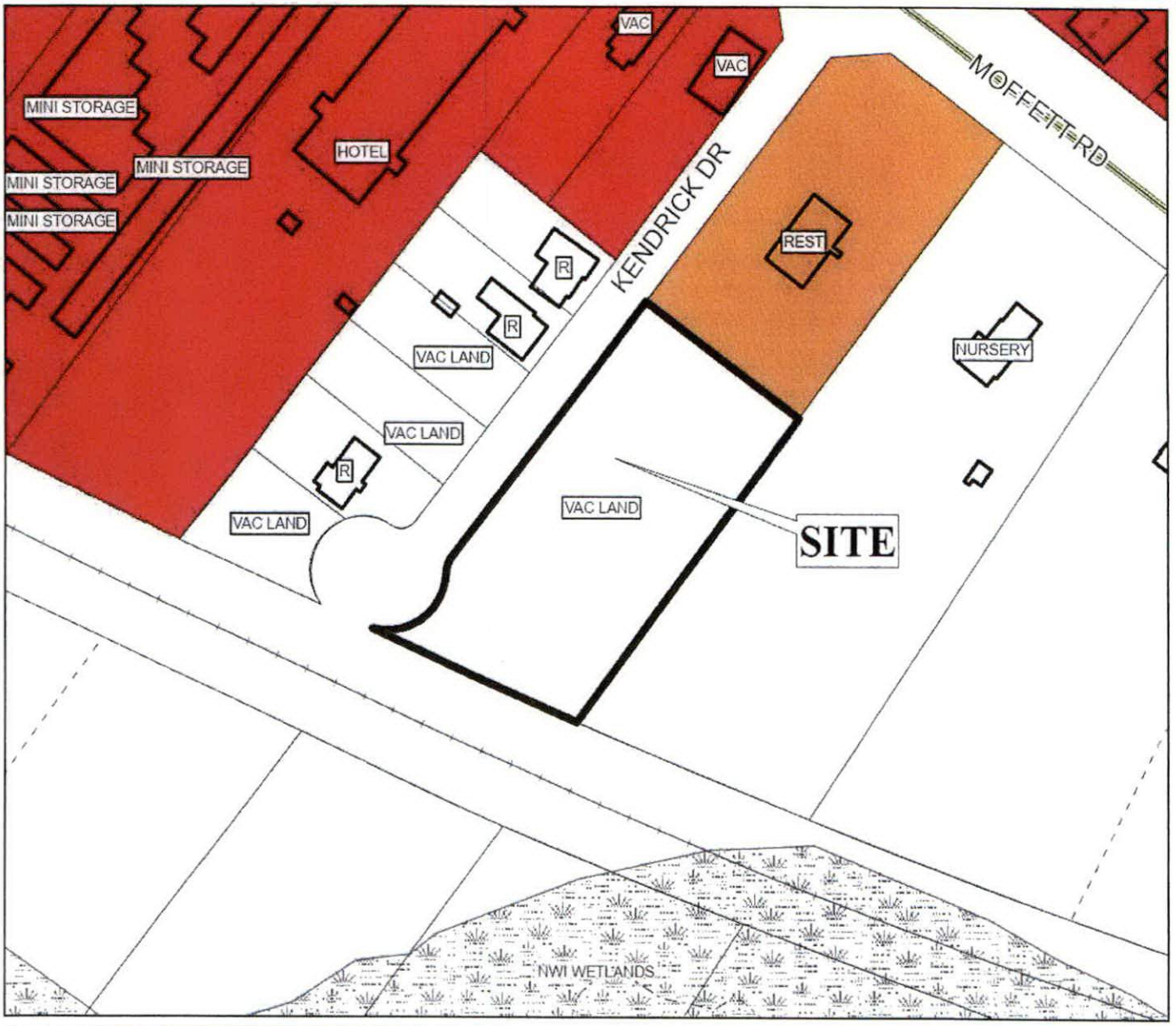
APPLICANT 908 Kendrick Drive Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-3

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



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

APPLICATION NUMBER 3 DATE February 2, 2023

APPLICANT 908 Kendrick Drive Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-3

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



APPLICATION NUMBER 3 DATE February 2, 2023

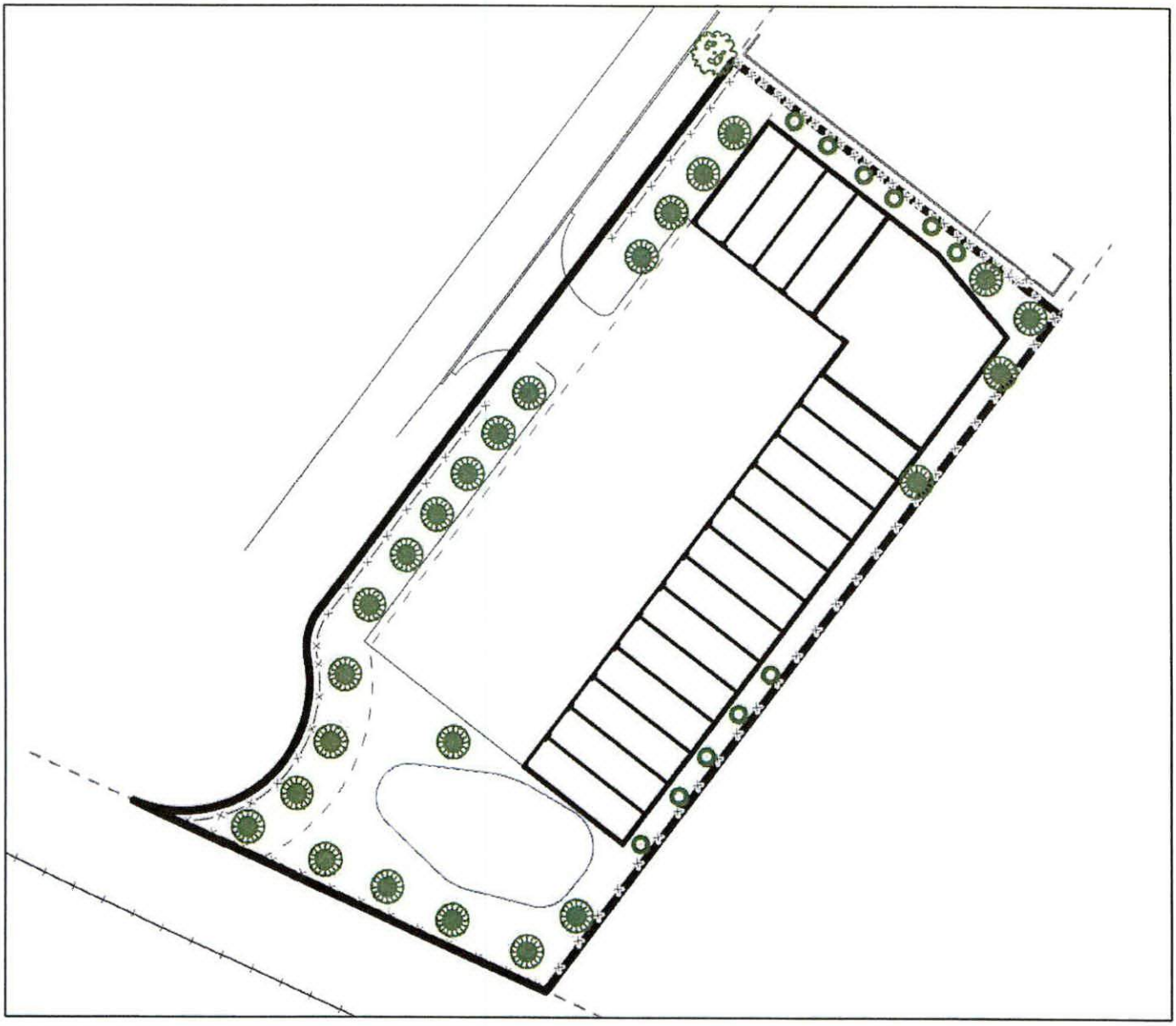
APPLICANT 908 Kendrick Drive Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-3

N

NTS

SITE PLAN



The site plan illustrates the proposed bot storage area, detention pond, fencing, and trees.

APPLICATION NUMBER 3 DATE February 2, 2023

APPLICANT 908 Kendrick Drive Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-3

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

Purpose and Scope of Project:

Authorize the sale of City-owned land located at 63 S. Royal Street. The current lease agreement grants Lessee the exclusive and sole right to purchase Lot 2 Riverview Plaza land. This right was exercised by letter notification by Lessee to Lessor on November 29, 2022. The property is not now needed for public or municipal purposes. This sale will increase the City's Public Facility Improvement Fund by $1,163,000 minus any closing costs.

Amount of Contract:

N/A

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

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	5/17/2023
Routing Forms	Exhibit	5/17/2023
Agreement	Exhibit	5/17/2023

REVIEWERS:

Department Reviewer	Action	Date
		5/18/2023 - 9:13

Real Estate	Boatwright, Cassie	Approved	AM
Legal	Kern, Chris	Approved	5/18/2023 - 11:01 AM
Mayors Office	Montgomery, Brandi	Approved	5/18/2023 - 2:38 PM

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

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be sold to 63 S. Royal Street, LLC.

SEE ATTACHED EXHIBIT 'A'

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

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

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

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

SECTION SIX: The proceeds from this sale to be placed in a Public Facilities Improvement Fund.

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

Adopted:

_____

City Clerk

EXHIBIT 'A'

Land Address: 63 S. Royal St., Mobile, AL 36602

Parcel No. R022906400002291.002, Key No. 02567528

LEGAL DESCRIPTION:

LOT 2, RIVERVIEW PLAZA, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 61, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

REQUEST TO:

1. **DECLARE CITY OF MOBILE PROPERTY SURPLUS AND,**
2. **CONVEY REAL PROPERTY TO UNIVERSITY OF SOUTH ALABAMA.**

I. Property Address: 63 S. Royal Street

City Council District; Zoning: District 2, Councilmember: William Carroll; T-6

Sale or Lease: Land Conveyance with lease termination

II. Acquisitions by City:

- How Conveyed to City of Mobile by Mobile Housing Board with assumption of lease.
- When: November 1, 2011
- Special Circumstances (if applicable): Lease gave Lessee the exclusive and sole right to purchase Lot 2 Riverview Plaza land. This right was exercised by letter notification by Lessee to Lessor on November 29, 2022.

III. Why Sale/Lease recommended: No longer needed for Public or Municipal Purposes

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

I. Property Address: ____ 63 S. Royal Street

City Council District and Zoning: District 1, Councilmember: William Carroll, T-6

Sale or Lease: Land Conveyance with lease termination

Buyer or Lessee: 63 S. Royal Street, LLC

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

III. Advertisements: **N/A**

- Dates: _____
- Methods: ____ City Website ____ For Sale sign posted
  ____ Listed with brokers ____ Other (explain)

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

- Term _____
- Rent _____
- Options to renew _____

IV. Method of Sale:

_____Sale by Realtor _____Request for Proposals
_____Request for Bids _____Negotiation
_____Exchange (explain, including Party, Property)_____
_____Adjacent Property Owner / Sidelot
_____Sale for Less than Fair Market Value
____ Public Purpose (see V below)
__x_ **OTHER (explain):**

REQUEST TO:

1. **DECLARE CITY OF MOBILE PROPERTY SURPLUS AND,**
2. **CONVEY REAL PROPERTY TO 63 S. ROYAL STREET, LLC.**
3. **TERMINATION OF LONG-TERM LEASE DUE TO EXERCISING EXCLUSIVE AND SOLE RIGHT TO PURCHASE BY LESSEE**

IV. Fair Market Value: $1,163,000.00
How Determined: _X__ MAI Appraisal; Date of Appraisal 11/29/2022

__X__Appraisal ordered by: ☒ CITY or ☐ PURCHASER
____ Tax Assessor; _____
____ Broker's Letter of Value
____ Other; _____

V. Sale/Lease for Public Purpose identified:

____ Non-profit (name & purpose) _____

_____

____ Public Entity (name & purpose) _____

_____

VI. Notice given to adjacent property owners: ____ Yes ____ **No** __**X** **N/A**

If yes, date of notice: _____

VII. Competing offers: _____Yes; (Explain)_____ **X** **N/A**

STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into effective as of the ____ day of _____, 2023 by and between THE CITY OF MOBILE (hereinafter referred to as "**Seller**") and 63 S. ROYAL STREET LLC, an Alabama Limited Liability Company, (hereinafter referred to as "**Purchaser**").

RECITALS:

WHEREAS, on June 9, 2004 the Mobile Housing Board and TQP Riverview LLC entered into a certain Lease Agreement for land described as Lot 2 Riverview Plaza. Whereby, Section 43 of the Lease Agreement granted TPQ Riverview LLC the exclusive and sole right to purchase the property at the appraisal value of the undeveloped land, without the improvements. RPB 5606, PG 1273;

WHEREAS, on August 5,2005 TQP Riverview LLC assigned its interests in the Lease Agreement to ARI-Riverview Plaza LLC. RPB 5826, PG 543;

WHEREAS, on November 1, 2011 the City of Mobile accepted a total of 39 Mobile Housing Board deeds, including Lot 2 River Plaza through Resolution 23-524;

WHEREAS, on May 31, 2012 the Mobile Housing Board assigned its interest in the Lease Agreement to the City of Mobile and conveyed fee simple ownership of Lot 2 Riverview Plaza by warranty deed to City of Mobile. RPB 6784, PG 1714;

WHEREAS, on February 29, 2012 ARI-Riverview Plaza LLC assigned its interests in the Lease Agreement to Royal Street, LLC. RPB 6866, PG 1250;

WHEREAS, on November 29, 2022 the current Lessee notified Lessor in writing exercising its exclusive and sole right to purchase Lot 2 Riverview Plaza.

WHEREAS, this Agreement shall be considered by the Mobile City Council for approval on May ___, 2023 and May ___, 2023.

WITNESSETH:

1. **Property.** The Seller is the owner of one (1) tax parcel of land identified by Lot 2 Riverview Plaza, located at 63 S. Royal Street, in the City of Mobile, County of Mobile, Alabama, as more fully described on Exhibit "A" attached hereto and made a part hereof by this reference, without improvements, referred to as the "Land";

2. **Purchase and Sale.** Seller agrees to sell and convey the Land to Purchaser, and Purchaser agrees to purchase and pay for the Land from Seller, all in accordance with the terms and conditions provided in this Agreement. It is expressly understood and agreed by the parties

hereto that the Land is being sold "AS IS, WHERE IS" with no express or implied warranties of any sort, except for any warranty of title set forth in the statutory warranty deed executed pursuant hereto. IN PARTICULAR, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3. **Purchase Price.** The purchase price (the "**Purchase Price**") for the Land shall be One Million One Hundred Sixty-Three Thousand and No/100 Dollars ($1,163,000.00). The Purchase Price shall be paid to Seller in cash or immediately available funds suitable to Seller at the Closing subject to prorations, credits and other adjustments provided herein.

4. **Earnest Money.** Within seven (7) business days of execution of this agreement by both parties (**"Effective Date"**), Purchaser shall deposit with Pierce Ledyard PC 3801 Airport Blvd., Mobile, AL 36608 (hereinafter referred to as the "**Escrow Agent**") the sum of Ten Thousand Dollars ($10,000.00) (the "**Earnest Money**"). The Earnest Money shall be held by Escrow Agent in accordance with the terms of this Agreement. However, the parties agree to execute or attach customary escrow instructions satisfactory to the parties in their respective sole and absolute discretion, provided, however, that if and to the extent any inconsistencies exist between the terms of the escrow agreement and this Agreement, the terms of this Agreement shall control. Escrow Agent shall hold the Earnest Money in an interest-bearing account. If this Agreement is terminated, canceled, or rescinded, the Earnest Money shall be refunded to Purchaser or paid over to the Seller as liquidated damages as further provided herein and the parties shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

5. **Survey and Title.**

5.1 Survey. Simultaneously with execution of this Agreement by both parties, Seller shall deliver to Purchaser, upon written request, all existing surveys, title examinations, commitments and policies, including copies of all exceptions to title, which Seller has in its possession. Purchaser, at Purchaser's expense, may, on or before expiration of the Inspection Period, obtain a land and title boundary, improvement and topographical survey of the Land (the "**Survey**") with permanent corner pins in place, prepared from an on-the-ground inspection by a land surveyor registered in the State of Alabama, showing thereon the correct legal description of the Land, its proper easements, rights-of-way, and adjacent roadways on and/or to the Land, the existing topography of the Land to the centerline of adjacent rights-of-way, and certifying to Purchaser that no improvements situated on or adjacent to the Land are the subject of encroachments or overlaps and that the survey has been prepared in compliance with applicable law and ALTA requirements for extended coverage owner's title insurance. The legal description drawn from the Survey shall be considered incorporated by reference into this Agreement as the description of the Land and shall be used as such in the statutory warranty deed delivered at Closing, unless a subdivision of the Land is required and approved by the City of Mobile Planning Commission, in which case the subdivision description shall be used in said statutory warranty deed. In the event the Survey discloses any title objections, the Purchaser shall notify the Seller in writing of such objections, which shall be subject to the provisions of Section 5.3 hereof.

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

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

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

party hereto shall have any further rights, liabilities or obligations hereunder or (ii) waive such objections to Seller's title. Failure by Purchaser to elect either alternative within such ten (10) day period shall be deemed an election to waive such objections.

5.4 Inspection Period. Upon the execution of this Agreement, Seller shall deliver, upon written request from the Purchaser, copies of the survey and title information described in Section 5.1 above, any environmental studies or reports, and any engineering plans and related reports or studies, and all service contracts and agreements in Seller's possession relative to the Land. The Purchaser, at Purchaser's sole expense, personally or through agents, employees, or contractors, may go upon the Land upon request following the Effective Date of this Agreement and through the date of Closing, to inspect the Land, to conduct such soil, engineering, environmental, "wetlands" and other tests, investigations and analyses of the Land as Purchaser deems appropriate. The Seller hereby agrees to cooperate fully with the Purchaser so as to allow the Purchaser the reasonable opportunity to inspect the Land and any other information respecting the Land. In connection with Purchaser's review and inspection of the Land, Purchaser will provide to Seller copies of all surveys, plans, zoning submission materials, and inspection reports, upon Seller's request. The Purchaser shall pay all of its costs incurred in making such surveys, inspections, tests, analyses and investigations, and Purchaser, at its own expense, shall be responsible for the repair of any damages to the Land incurred by reason of Purchaser's inspection of the Land. Purchaser shall indemnify, defend and hold Seller entirely harmless from any cost, expense, liability or obligation resulting from physical injury, property damage, mechanics' or materialmen's liens, caused by Purchaser's entry upon the Land pursuant to this section. Notwithstanding any other provision of this Agreement, the foregoing indemnity shall survive the expiration or termination of this Agreement for any reason whatsoever. On or before the expiration of the time period ending thirty (30) days following the Effective Date (the "**Inspection Period**"), Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller and Escrow Agent. Subject to paragraph 5.5. below, unless Seller and Escrow Agent receive express written instructions from Purchaser on or before the expiration of the Inspection Period that it is exercising its right to terminate the Agreement, Purchaser shall be deemed to have not terminated this Agreement. If Purchaser does give such notice of termination, the Escrow Agent shall refund the Earnest Money to Purchaser. The parties hereunder shall have no further rights, duties or obligations under this Agreement, except for such rights, duties or obligations as are expressly stated herein to survive a termination of this Agreement.

5.5 Contingencies. Seller is on notice of the fact that Purchaser is contemporaneously herewith negotiating with third party lenders to arrange financing for construction and renovation of the improvements located on the Property (Riverview Plaza Office Tower). Purchaser will also be required to obtain certain state, federal and municipal permits related to said construction/renovation. This sale is contingent on Purchaser securing all governmental approvals and third party financing necessary to move forward with the construction/renovations of the improvements. In the event that Purchaser is unable to obtain the necessary financing and governmental approvals by December 31, 2023, then it may terminate this agreement and receive a full refund of the Earnest Money.

6. **Seller's Representations.** As an inducement to the Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents to, and covenants with Purchaser as follows:

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

6.2. Authority. Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey the Property in accordance with the terms and conditions of this Agreement. Seller represents and warrants to Purchaser that (i) all action necessary to authorize the execution of this Agreement by Seller, including, but not limited to the passage by the City Council of the City of Mobile, Alabama of a resolution specifically authorizing same, has been taken by Seller; (ii) The individual(s) executing this Agreement on Seller's behalf has all requisite authority to bind Seller as aforesaid. Seller, at Purchaser's request, shall provide evidence of the foregoing.

6.3. The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant to this Agreement by or on behalf of Seller, and the consummation of the transactions contemplated by this Agreement have been duly authorized and validly executed and delivered by Seller, and will not: (a) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Land; (b) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Land is bound; (c) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Land; and/or, (d) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Land may be subject.

6.4. No Other Representations. Except as expressly provided in this Agreement, Purchaser acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representation regarding the subject matter of this sale, including, but not limited to, representations as to the physical nature or condition of the Land.

6.5. Tenants. Purchaser is the ground lessee of the subject property, and is aware of all current leases and tenants.

6.6. Management: Contracts. There are no management arrangements or service contracts respecting the Land, except those of Purchaser.

6.7. Environmental Matters. Seller has furnished to Purchaser copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Land, if any. Seller has not used, nor authorized nor allowed the use of the Land for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property and shall

not be liable for any latent or future environmental matters that have not otherwise been previously disclosed and/or identified prior to Closing.

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

7. **Closing Conditions.** Purchaser's obligations to consummate the purchase of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed in Sections 9.1 through 9.3.3 hereinafter. In connection with such conditions precedent, Purchaser shall have the obligation to use good faith efforts to attempt to satisfy the conditions precedent at or prior to Closing. Unless Purchaser shall advise Seller in writing that same are not satisfied at or prior to Closing, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent is not then satisfied, at Seller's election, and upon delivery of written notice to Purchaser at or prior to Closing, Seller may terminate this Agreement and Escrow Agent shall refund the Earnest Money to Purchaser and thereafter the parties shall have no rights, duties or obligations under this Agreement except for those obligations which expressly survive any termination of this Agreement.

7.1. Title. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's conveyance of Insurable Title to Purchaser, subject only to the Permitted Exceptions and any liens or other encumbrances as may have been caused or created by Purchaser and issuance by Escrow Agent of a Title Policy pursuant to the Title Commitment.

7.2. Land Conditions. Purchaser's obligations under this Agreement are subject and conditioned upon Purchaser determining that they are satisfied with the condition of the Land as determined during the Inspection Period.

7.3. Compliance with Agreement. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's compliance with all of the terms, conditions, obligations, covenants, representations and warranties as are contained in this Agreement applicable to Seller. These conditions precedent shall be applicable through the Closing date, as may be extended.

8. **Closing.**

8.1. Closing Date and Location. Unless otherwise agreed upon between Seller and Purchaser, the Closing (the **"Closing"**) shall occur no later than thirty (30) days after the Purchaser has obtained necessary governmental approvals and lender financing as described in Section 5.5 above.

8.2. Deliveries at Closing. The purchase and sale of the Property contemplated by this Agreement shall be closed at Closing by the Seller's delivery of a properly executed statutory warranty deed conveying Insurable Fee Simple Title to such Land to Purchaser, subject only to the Permitted Exceptions, and by payment by Purchaser of the Purchase Price for the

Property in the manner provided in Section 3 hereof, and by the execution and delivery of the following documents to be prepared by Purchaser:

8.2.1. A duly executed closing statement itemizing all credits between Seller and Purchaser;

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

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

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

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

8.2.6. Physical possession of all the Property; and

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

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

8.3.1. Seller shall pay any fees and expenses of the Seller's attorneys for preparation of the statutory warranty deed and Purchaser shall pay the fees and expenses of Purchaser's attorneys, all title insurance costs and premiums, prorated ad valorem taxes and all other closing costs or fees.

8.3.2. Purchaser shall record this fully executed Agreement or prepare a Memorandum of Purchase and Sale Agreement and record said Memorandum complete with statutory warranty deed in Mobile County Probate Court, along with the Real Estate Validation Form (RT-1) and pursuant to Section 40-22-1 of the Alabama Code (1975) within ten (10) days of Closing.

9. **Condemnation.** In the event, at any time between the Effective Date of this Agreement and the Closing, all or any portion of the Land which has not yet been purchased by Purchaser is condemned by any legally constituted authority for any public use or purpose (or conveyed in lieu thereof), then Purchaser shall have the right to terminate this Agreement as to the Property, in which event all Earnest Money paid by Purchaser remaining on deposit with Escrow Agent, shall be immediately refunded to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

10. **Brokers.** Seller and Purchaser each represent and warrant one to the other that neither has employed, retained, or consulted any real estate broker, agent or other finder in carrying on the negotiations relative to this Agreement and the transaction contemplated hereby.

11. **Default.**

11.1. Seller's Default.

11.1.1. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or breach of any terms or conditions herein contained, or if Seller otherwise defaults in the performance of its obligations under this Agreement, Purchaser may (i) terminate this Agreement and the Earnest Money shall be promptly refunded to Purchaser, or (ii) Purchaser may seek specific performance.

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

11.2. Purchaser's Default.

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

11.2.2. As a condition precedent to the effective exercise of Seller's option to terminate this Agreement, or take other action, pursuant to the provisions of Section 13.2.1 above, Seller shall give Purchaser notice in writing, in accordance with the notice provisions of

this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Purchaser and the action required by Purchaser to cure such breach. Purchaser shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Seller's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement. If Purchaser does not cure said default then this Agreement shall terminate and Seller and Purchaser shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

12. **Assignment of Agreement**. This Agreement is not assignable.

13. **Time of Essence**. Time is of the essence hereof.

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

Seller:
The City of Mobile, Alabama
Real Estate Asset Management
PO Box 1827
Mobile, AL 36633

Copy to:
The City of Mobile, Alabama
Assistant City Attorney
PO Box 1827
Mobile, AL 36633

Purchaser:
63 S. ROYAL STREET LLC
917 Western Drive, suite 102
Mobile, Al 36609

Copy to:
Douglas L. Anderson
Burr & Forman, LLP
11 North Water Street, Suite 22200
Mobile, AL 36602

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

16. **Binding Effect; Governing Law.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (if permitted pursuant to the terms hereof). This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and it is expressly agreed and stipulated that this Agreement shall be deemed to have been executed and performable by all parties in Mobile County, Alabama. The jurisdiction and venue for any actions arising under this Agreement shall lie in the state and federal courts of Mobile County, Alabama.

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

18. **Waiver.** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived in writing by such party.

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

20. **Offer; Effective Date.** The execution of this Agreement by Purchaser constitutes an offer to purchase the Land. This Agreement shall be effective as the first day, if any, on which the parties have executed an identical counterpart of this Agreement and an executed counterpart is received by each party (the "**Effective Date**").

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

22. **Indemnification.** Purchaser shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all

claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with 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.

23. **Immigration.** 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.

24. **Acceptance**. If this Agreement is not executed by Seller and delivered to Purchaser unaltered on or before close of business 8/1/2023, then said offer shall become null and void and of no further effect and all earnest money shall be returned to Purchaser.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Signature page immediately following.

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

SELLER:

The City of Mobile, a Municipal Corporation

By:_____

Name: William S. Stimpson

As Its: Mayor

ATTEST:

_____

City Clerk

PURCHASER:

63 S. ROYAL STREET LLC, an Alabama Limited Liability Company

By: _____

Name: J. GAVIN BENDER

Its: Member

EXHIBIT "A"

Land Address: 63 S. Royal St., Mobile, AL 36602

Parcel No. R022906400002291.002, Key No. 02567528

LEGAL DESCRIPTION:

LOT 2, RIVERVIEW PLAZA, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 61, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

Authorize the sale of City-owned property located at 720 Museum Dr not now needed for public or municipal purposes.

Amount of Contract:

N/A

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

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	5/17/2023
routing form	Cover Memo	5/22/2023
agreement	Cover Memo	5/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	5/18/2023 - 9:15 AM
Legal	Kern, Chris	Approved	5/18/2023 - 11:02 AM
Mayors Office	Montgomery, Brandi	Approved	5/18/2023 - 2:39 PM

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

Sponsored by Mayor William S. Stimpson and Councilman Gina Gregory, Councilmember

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

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

SEE ATTACHED EXHIBIT 'A'

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

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

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

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

SECTION SIX: The proceeds from this sale to be placed in a Public Facility Improvement Fund.

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

Adopted:

_____

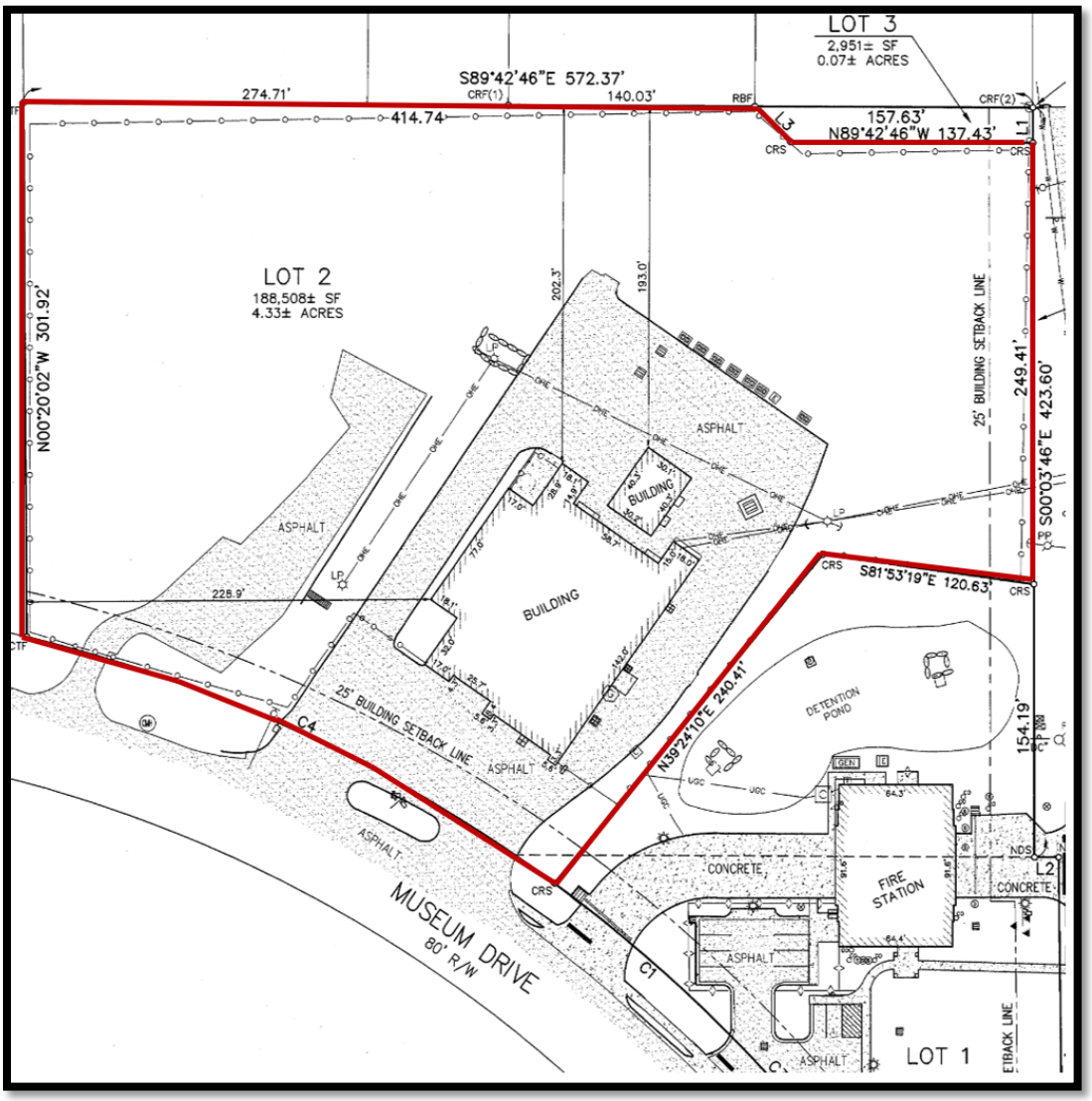
City Clerk

Exhibit A

720 Museum Drive, Mobile, AL 36608

KEY NO. - 02397873
PARCEL NO - 22806141002009.001

LEGAL DESCRIPTION: LOT 2 FORT HARDEMAN SUBDIVISION IN INSTRUMENT NUMBER 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.



ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

REQUEST TO:

1. **DECLARE CITY OF MOBILE PROPERTY SURPLUS AND,**
2. **CONVEY REAL PROPERTY TO UNIVERSITY OF SOUTH ALABAMA.**

I. Property Address: 63 S. Royal Street

City Council District; Zoning: District 2, Councilmember: William Carroll; T-6

Sale or Lease: Land Conveyance with lease termination

II. Acquisitions by City:

- How Conveyed to City of Mobile by Mobile Housing Board with assumption of lease.
- When: November 1, 2011
- Special Circumstances (if applicable): Lease gave Lessee the exclusive and sole right to purchase Lot 2 Riverview Plaza land. This right was exercised by letter notification by Lessee to Lessor on November 29, 2022.

III. Why Sale/Lease recommended: No longer needed for Public or Municipal Purposes

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

I. Property Address: ____ 63 S. Royal Street

City Council District and Zoning: District 2, Councilmember: William Carroll, T-6

Sale or Lease: Land Conveyance with lease termination

Buyer or Lessee: 63 S. Royal Street, LLC

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

III. Advertisements: **N/A**

- Dates: _____
- Methods: ____ City Website ____ For Sale sign posted
  ____ Listed with brokers ____ Other (explain)

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

- Term _____
- Rent _____
- Options to renew _____

IV. Method of Sale:

_____Sale by Realtor _____Request for Proposals
_____Request for Bids _____Negotiation
_____Exchange (explain, including Party, Property)_____
_____Adjacent Property Owner / Sidelot
_____Sale for Less than Fair Market Value
____ Public Purpose (see V below)
__x_ **OTHER (explain):**

REQUEST TO:

1. **DECLARE CITY OF MOBILE PROPERTY SURPLUS AND,**
2. **CONVEY REAL PROPERTY TO 63 S. ROYAL STREET, LLC.**
3. **TERMINATION OF LONG-TERM LEASE DUE TO EXERCISING EXCLUSIVE AND SOLE RIGHT TO PURCHASE BY LESSEE**

IV. Fair Market Value: $1,163,000.00
How Determined: _X__ MAI Appraisal; Date of Appraisal 11/29/2022

__X__Appraisal ordered by: ☒ CITY or ☐ PURCHASER
____ Tax Assessor; _____
____ Broker's Letter of Value
____ Other; _____

V. Sale/Lease for Public Purpose identified:

____ Non-profit (name & purpose) _____

_____

____ Public Entity (name & purpose) _____

_____

VI. Notice given to adjacent property owners: ____ Yes ____ **No** __**X** **N/A**

If yes, date of notice: _____

VII. Competing offers: _____Yes; (Explain)_____ **X** **N/A**

STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into effective as of the ____ day of _____, 2023 by and between THE CITY OF MOBILE (hereinafter referred to as "**Seller**") and BURTON PROPERTY GROUP, LLC, an Alabama Limited Liability Company, (hereinafter referred to as "**Purchaser**").

BACKGROUND:

Resolution 2023-40-198 was approved for 720 Museum Drive to be marketed for sale with the intent of multi-family residential redevelopment for a community impact. In the event the City receives an offer to purchase under favorable terms and conditions, the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate, adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement.

Starting March 3, 2023, for a 30-day period, the City of Mobile posted the property and advertised a Request for Proposals to purchase and develop 720 Museum Drive ("**RFP RE-23-001**"). The City Clerk's office held a public opening of proposal, submissions on April 5, 2023 in the atrium of Government Plaza.

On April 7, 2023 the City of Mobile notified Burton Property Group in writing its proposal ("**Proposal**") has been selected and recommended for award the redevelopment project.

The RFP RE-23-001 and Proposal are attached as **Exhibits B** and C merely for reference purposes but do not form a part of this Agreement.

WITNESSETH:

1. **Property.** That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Seller promises to sell and Purchaser promises to purchase, subject to the terms and conditions contained below, that certain real property, hereinafter referred to as "the Property," owned by Seller and situated in Mobile in Mobile County, Alabama, an approximately 4.33± acre lot with a 16,400 square foot building commonly known as 720 Museum Dr., Mobile, AL 36608 and more particularly described on **Exhibit A**, attached hereto and made a part hereof, together with all of Seller's right, title and interest in and to the improvements, any easements benefitting the Property and tangible personal property located thereon at Closing, if any.

2. **Purchase and Sale.** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase and pay for the Property from Seller, all in accordance with the terms and conditions provided in this Agreement. It is expressly understood and agreed by the parties hereto that the Property is being sold "AS IS, WHERE IS" with no express or implied warranties of any sort, except for any warranty of title set forth in the Statutory Warranty Deed executed

pursuant hereto or otherwise set forth herein. IN PARTICULAR, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3. **Purchase Price.** The purchase price (the "**Purchase Price**") for the Property shall be One Million Two Hundred Fifty Thousand and No/100 Dollars ($1,250,000.00). The Purchase Price shall be paid to Seller in cash or immediately available funds suitable to Seller at the Closing subject to prorations, credits and other adjustments provided herein.

4. **Earnest Money.** Within seven (7) business days of execution of this agreement by both parties (**"Effective Date"**), Purchaser shall deposit with Anders, Boyett, Brady & Smith (hereinafter referred to as the "**Escrow Agent**") the sum of Ten Thousand Dollars ($10,000.00) (the "**Earnest Money**"). The Earnest Money shall be held by Escrow Agent in accordance with the terms of this Agreement. Escrow Agent shall hold the Earnest Money in an non-interest-bearing account. If this Agreement is terminated, canceled, or rescinded, the Earnest Money shall be refunded to Purchaser or paid over to the Seller as liquidated damages as further provided herein and the parties shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

5. **Survey and Title.**

5.1 Survey. Boundary survey and existing building plans were provided by Seller in the Request for Proposal period. Purchaser, at Purchaser's expense, may, on or before expiration of the Inspection Period, obtain a land and title boundary, improvement and topographical survey of the Property (the "**Survey**") with permanent corner pins in place, prepared from an on-the-ground inspection by a land surveyor registered in the State of Alabama, showing thereon the correct legal description of the Property, its proper easements, rights-of-way, and adjacent roadways on and/or to the Property, the existing topography of the Property to the centerline of adjacent rights-of-way, and certifying to Purchaser that no improvements situated on or adjacent to the Property are the subject of encroachments or overlaps and that the survey has been prepared in compliance with applicable law and ALTA requirements for extended coverage owner's title insurance. The legal description drawn from the Survey shall be considered incorporated by reference into this Agreement as the description of the Property and shall be used as such in the Statutory Warranty Deed delivered at Closing. In the event the Survey discloses any title objections, the Purchaser shall notify the Seller in writing of such objections, which shall be subject to the provisions of Section 5.3 hereof.

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

(i) all prior conveyances, reservations and exceptions of oil, gas and other minerals that appear of record;
(ii) zoning ordinances, restrictive covenants and/or building setback lines, if any, applicable to the Property;
(iii) ad valorem taxes for the year of closing which shall be prorated at closing;
(iv) easements for public or private utilities and/or roadways of record ;
(v) all other matters relating to the Property recorded in the land records of

Mobile County, Alabama;

(vi) all other matters which would be disclosed by an accurate survey and inspection of the Property; and

(vii) any exceptions set forth on the title commitment, as hereinafter defined, to which Purchaser has no objection or is deemed to have waived objection, in accordance with the provisions of Section 5.3. "**Insurable Fee Simple Title,**" where used in this Agreement, shall be such fee simple title as is acceptable to and insurable in Purchaser's favor in the amount of the Purchase Price by Escrow Agent at standard rates, on an ALTA Form B Owner's Policy, and subject only to the standard printed exceptions (not removed pursuant to an owner's affidavit or otherwise as provided for herein) and the Permitted Exceptions.

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

5.4 Inspection Period. Boundary survey and existing building plans were provided by Seller in the Request for Proposal period. The Purchaser, at Purchaser's sole expense, personally or through agents, employees, or contractors, may go upon the Property upon request following the Effective Date of this Agreement and through the date of Closing, to inspect the Property, to conduct such soil, engineering, environmental, "wetlands" and other tests, investigations and analyses of the Property as Purchaser deems appropriate. The Seller hereby agrees to cooperate fully with the Purchaser so as to allow the Purchaser the reasonable

opportunity to inspect the Property and any other information respecting the Property. In connection with Purchaser's Title Commitment or Survey objections or in in connection with its request for zoning changes or permitting, Purchaser will provide to Seller copies of such applicable surveys, plans, zoning submission materials, and inspection reports, upon Seller's request. The Purchaser shall pay all of its costs incurred in making such surveys, inspections, tests, analyses and investigations, and Purchaser, at its own expense, shall be responsible for the repair of any damages to the Property incurred by reason of Purchaser's inspection of the Property. Purchaser shall indemnify, defend and hold Seller entirely harmless from any cost, expense, liability or obligation resulting from physical injury, property damage, mechanics' or materialmen's liens, caused by Purchaser's entry upon the Property pursuant to this section. Notwithstanding any other provision of this Agreement, the foregoing indemnity shall survive the expiration or termination of this Agreement for any reason whatsoever. On or before the expiration of the time period ending three hundred sixty (360) days following the Effective Date (the "**Inspection Period**"), Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller and Escrow Agent. Unless Seller and Escrow Agent receive express written instructions from Purchaser on or before the expiration of the Inspection Period that it is exercising its right to terminate the Agreement, Purchaser shall be deemed to have not terminated this Agreement. If Purchaser does give such notice of termination, the Escrow Agent shall refund the Earnest Money to Purchaser. The parties hereunder shall have no further rights, duties or obligations under this Agreement, except for such rights, duties or obligations as are expressly stated herein to survive a termination of this Agreement. The Purchaser agrees that it will make good faith efforts to submit for re-zoning / variances needed for the Project, as hereafter defined, within one hundred eighty (180) days from the Effective Date.

6. **Seller's Representations.** As an inducement to the Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents to, and covenants with Purchaser as follows:

6.1. Title. Seller is the owner of Insurable Fee Simple Title to the Property, which shall be free and clear of all encumbrances, occupancies or restrictions except for the Permitted Exceptions.

6.2. Authority. Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey the Property in accordance with the terms and conditions of this Agreement. Seller represents and warrants to Purchaser that:

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

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

6.3. The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant to this Agreement by or on

behalf of Seller, and the consummation of the transactions contemplated by this Agreement have been duly authorized and validly executed and delivered by Seller, and will not:

(i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property;

(ii) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound;

(iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and/or,

(iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

6.4. Tenants. There are no current leases, tenants or parties in possession of the Property, other than Seller's possession. Seller agrees to deliver Purchaser exclusive possession of the Property at Closing, subject only to the Permitted Exceptions.

6.5. Contracts. There are no management arrangements, equipment, supply, maintenance, water, sewer, or other utility or concession agreements or service contracts of any kind respecting the Property.

6.6. Environmental Matters. Seller has furnished to Purchaser copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Property, if any. Seller has not used, nor authorized nor allowed the use of the Property for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property and shall not be liable for any latent or future environmental matters that have not otherwise been previously disclosed and/or identified prior to Closing.

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

6.8. The Property has not been registered or certified as "historic" by any local, state or federal governmental entity or historic commission.

6.9. No Other Representations. Except as expressly provided in this Agreement, Purchaser acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representation regarding the subject matter of this sale, including, but not limited to, representations as to the physical nature or condition of the Property. Acceptance of Purchaser's Response to the RFP does not waive zoning, permitting or any generally applicable City requirements.

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

7.1 Special Purchaser Contingencies. Purchaser and Seller acknowledge that Purchaser intends to purchase the Property for purposes of developing a high-density multi-family apartment project (the "**Intended Use**"). Purchaser's obligations under this Agreement are subject to the following Purchaser contingencies (together, the "**Special Purchaser Contingencies**") which shall extend the Inspection Period for up to one hundred eighty (180) additional days, provided Purchaser has submitted for building permits prior to the end of the initial Inspection Period, until such time as Purchaser notifies Seller of the satisfaction thereof:

(a) The City, County, State or other applicable authorities approving the following, as applicable: (i) the development of the Property for the Intended Use, including site plan approval and any necessary re-zoning or zoning variance; (ii) subdivision or combination approval; (iii) access availability from the authority having jurisdiction. Purchaser agrees to diligently pursue such approvals. Purchaser shall have the right to terminate this Agreement by written notice to Seller if Purchaser determines that it will be unable to obtain the necessary approvals.

(b) The issuance of all necessary construction permits by applicable authorities.

(c) The non-existence of a moratorium imposed or announced by any City, County or State authority or utility supplier that would result in any utility supplier delaying or denying sanitary sewer, water, natural gas, electricity or telephone service and connections with respect to the Property.

So long as the Purchaser is diligently pursuing the satisfaction of the foregoing Special Purchaser Contingencies, Seller agrees to extend the Inspection Period to allow Purchaser sufficient time to satisfy the Special Purchaser Contingencies; provided however, that notwithstanding the foregoing, the Inspection Period shall not extend beyond the original Inspection Period of 360 days for more than one hundred eighty (180) additional days unless the parties agree in writing. If the Purchaser reasonably determines that it will not be possible to satisfy the foregoing Special Purchaser Contingencies, Purchaser shall have the right to terminate this Agreement, the Earnest Money will be promptly refunded to Purchaser, and neither party shall have any further obligations under this Agreement, except with respect to the obligations that expressly survive termination, as provided herein.

8. **Closing Conditions**. In addition to the Special Purchaser Contingencies listed in Section 7, Purchaser's obligations to consummate the purchase of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed in this Section 8. In connection with such conditions precedent, Purchaser shall have the obligation to use good faith efforts to attempt to satisfy the conditions precedent at or prior to Closing unless Purchaser shall advise Seller in writing that same are not satisfied at or prior to Closing, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent are not satisfied, at Purchaser's election, and upon delivery of written notice to

Seller at or prior to Closing, Purchaser may terminate this Agreement and Escrow Agent shall refund the Earnest Money to Purchaser and thereafter the parties shall have no rights, duties or obligations under this Agreement except for those obligations which expressly survive any termination of this Agreement.

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

8.2. Property Conditions and Future Operations. Purchaser's obligations under this Agreement are subject and conditioned upon Purchaser determining that they are satisfied with the condition of the Property as determined during the Inspection Period. From the Effective Date until the Closing or earlier termination of this Agreement, Seller will (a) keep, maintain and, if applicable, operate the Property in substantially the same condition and manner as of the Effective Date, reasonable wear and tear excepted; and (b) promptly advise Purchaser within five (5) days receipt of notice of any of the following: litigation, arbitration or administrative hearing from the City, County, State or any other authority or otherwise concerning the Property arising or threatened of which Seller has written notice; special assessments or proposed increases in the valuation of the Property; condemnation or eminent domain proceedings affecting any portion of the Property; citations or notices regarding failures to maintain any permits or licenses for the Property; and liens affecting the Property. Seller shall take no action that might materially damage or adversely affect the value of the Property after the Effective Date and shall not cause or suffer any waste of the Property. The Property shall be in substantially the same condition on the Closing Date as on the Effective Date except as otherwise provided in this Agreement, and Seller shall make all necessary repairs and replacements until the Closing as necessary to comply with the requirements hereof. Until Closing, Seller shall maintain such casualty and liability insurance on the Property as is presently being maintained.

8.3. Compliance with Agreement. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's compliance with all of the terms, conditions, obligations, covenants, representations and warranties as are contained in this Agreement applicable to Seller. The conditions precedent shall be applicable through the Closing date, as may be extended.

9. Closing.

9.1. Closing Date and Location. Unless otherwise agreed upon between Seller and Purchaser, the Closing (the **"Closing"**) shall occur no later than thirty (30) days after end of the Inspection Period, as may be extended as provided herein.

9.2. Deliveries at Closing. The purchase and sale of the Property contemplated by this Agreement shall be closed at Closing by the Seller's delivery of a properly executed Statutory Warranty Deed conveying Insurable Fee Simple Title to such Property to Purchaser, subject only to the Permitted Exceptions, and by payment by Purchaser of the Purchase Price for

the Property in the manner provided in Section 3 hereof, and by the execution and delivery of the following documents or conditions satisfied:

9.2.1. A duly executed closing statement itemizing all credits between Seller and Purchaser;

9.2.2. A duly executed certificate of Seller reaffirming the representations and warranties made in Section 6 of this Agreement;

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

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

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

9.2.6. An affidavit of residency or exemption from withholding tax on sale of real property by nonresidents in compliance with Code of Alabama (1975) §40-18-86.

9.2.7. Bill of Sale executed by Seller assigning to Purchaser the tangible personal property located on the Property.

9.2.8. Delivery of exclusive physical possession of all the Property; and

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

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

9.3.1. Seller shall pay any fees and expenses of the Seller's attorneys for preparation of the Statutory Warranty Deed and customary Seller affidavits and certifications. Purchaser shall pay the fees and expenses of Purchaser's attorneys, all title insurance costs and

premiums, and recording costs associated with the deed. Except as otherwise provided herein, all other closing costs will be paid by the party incurring the expense.

10. **Condemnation.** In the event, at any time between the Effective Date of this Agreement and the Closing, all or any portion of the Property is condemned by any legally constituted authority for any public use or purpose (or conveyed in lieu thereof), then Purchaser shall have the right to (a) terminate this Agreement as to the Property, in which event all Earnest Money paid by Purchaser remaining on deposit with Escrow Agent, shall be immediately refunded to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at the Closing.

11. **Brokers.** Seller and Purchaser each represent and warrant one to the other that neither has employed, retained, or consulted any real estate broker, agent or other finder in carrying on the negotiations relative to this Agreement and the transaction contemplated hereby.

12. **Default.**

12.1. Seller's Default.

12.1.1. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or breach of any terms or conditions herein contained, or if Seller otherwise defaults in the performance of its obligations under this Agreement, Purchaser may (i) terminate this Agreement and the Earnest Money shall be promptly refunded to Purchaser, or (ii) Purchaser may seek specific performance.

12.1.2. As a condition precedent to the effective exercise of Purchaser's option to terminate this Agreement or take other action, pursuant to the provisions of Section 12.1.1 above, Purchaser shall give Seller notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Seller and the action required by Seller to cure such breach. Seller shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Purchaser's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement. If Seller does not cure said default and Purchaser elects to terminate this Agreement, then this Agreement shall terminate and Seller and Purchaser shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

12.2. Purchaser's Default.

12.2.1. If the sale and purchase of the Property contemplated by this Agreement is not consummated because of the Purchaser's default, the Escrow Agent shall pay the Earnest Money to Seller as the Seller's full liquidated damages, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller

hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for specific performance under this Agreement or to prove that Seller's actual damages exceed the amount of said sums.

12.2.2. As a condition precedent to the effective exercise of Seller's option to terminate this Agreement, pursuant to the provisions of Section 12.2.1 above, Seller shall give Purchaser notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non- performance of Purchaser and the action required by Purchaser to cure such breach. Purchaser shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Seller's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement. If Purchaser does not cure said default then this Agreement shall terminate and Seller and Purchaser shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

13. **Assignment of Agreement**. This Agreement is fully assignable by the Purchaser to any entity in which Purchaser or Philip G. Burton has ownership, control or manages, with the prior written consent of the City, which consent shall not be unreasonably withheld.

14. **Time of Essence**. Time is of the essence hereof.

15. **Notices.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered:

(i) by United States registered or certified mail, return receipt requested, postage prepaid,
(ii) by delivery via a nationally recognized overnight courier service that obtains receipts or a recognized same day courier service that obtains receipts, or
(iii) by hand delivery.

Each notice shall be addressed to each party at its address set forth below or such other addresses as may be changed by the parties by written notice as herein provided. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the next business day following deposit with an overnight courier delivery service, or on the third mail day after the date of deposit in the United States mail as to notices sent only by certified mail or on the date of delivery for hand delivery.

Seller:
The City of Mobile
Real Estate Department
Post Office Box 1827
Mobile, AL 36633

Copy to:
The City of Mobile
Assistant City Attorney
Post Office Box 1827

Mobile, AL 36633

Purchaser:
Burton Property Group, LLC
Attn. Kathy Sherman, Esq.
41 W. I-65 Service Rd. N., Ste. 310
Mobile, Al 36608

Copy to:
J. Stephen Harvey, Esq.
11 North Water Street, Suite 13290
Mobile, AL 36602

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

17. **Binding Effect; Governing Law.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (if permitted pursuant to the terms hereof). This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and it is expressly agreed and stipulated that this Agreement shall be deemed to have been executed and performable by all parties in Mobile County, Alabama. The jurisdiction and venue for any actions arising under this Agreement shall lie in the state and federal courts of Mobile County, Alabama.

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

19. **Waiver.** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived in writing by such party.

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

21. **Effective Date.** This Agreement shall be effective as the day on which all parties have executed an identical counterpart of this Agreement and an executed counterpart is received by each party (the "**Effective Date**").

22. **Leases, Easements Etc.** So long as this Agreement remains in effect, Seller shall not enter into any leases, easements or other documents affecting the Property without the prior written consent of the Purchaser. From the Effective Date through the Closing, Seller shall not undertake any action with respect to the Property or the operation thereof outside the ordinary course of business without Purchaser's prior written consent.

23. **Seller Cooperation.** Seller and Purchaser acknowledge and agree that Purchaser intends to develop the Property for the Intended Use. Seller agrees to execute such affidavits, petitions and applications as may be reasonably requested by Purchaser or required by governmental officials in the City, County and State in which the Property is located, provided that Seller shall not be obligated to incur any but nominal expense in the foregoing. Purchaser shall be responsible for all of its costs and expenses associated such approvals.

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

25. **Indemnification**. Purchaser shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, damages, liabilities, and related expenses (including without limitation, attorney's fees) arising from Purchaser's negligence or wrongful acts performed under this agreement, but shall not include any indemnification for Seller, its officers, elected officials, agents, representatives, and employees for their acts of negligence or wrongful acts.

26. **Immigration.** 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.

27. **Acceptance**. If this Agreement is not executed by Seller and delivered to Purchaser unaltered on or before close of business June 8, 2023, then said offer shall become null and void and of no further effect and all earnest money shall be returned to Purchaser.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Signature page immediately following.

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

SELLER:

THE CITY OF MOBILE, a Municipal Corporation



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

ATTEST:

_____
City Clerk

PURCHASER:
BURTON PROPERTY GROUP, LLC,
an Alabama Limited Liability Company

By: _____
Name: Philip Burton
Its: President/CEO

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Philip Burton, whose name as signed to the foregoing Agreement for Sale and Purchase and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 19th day of May, 2023.

Mallory D. Tyson
Notary Public

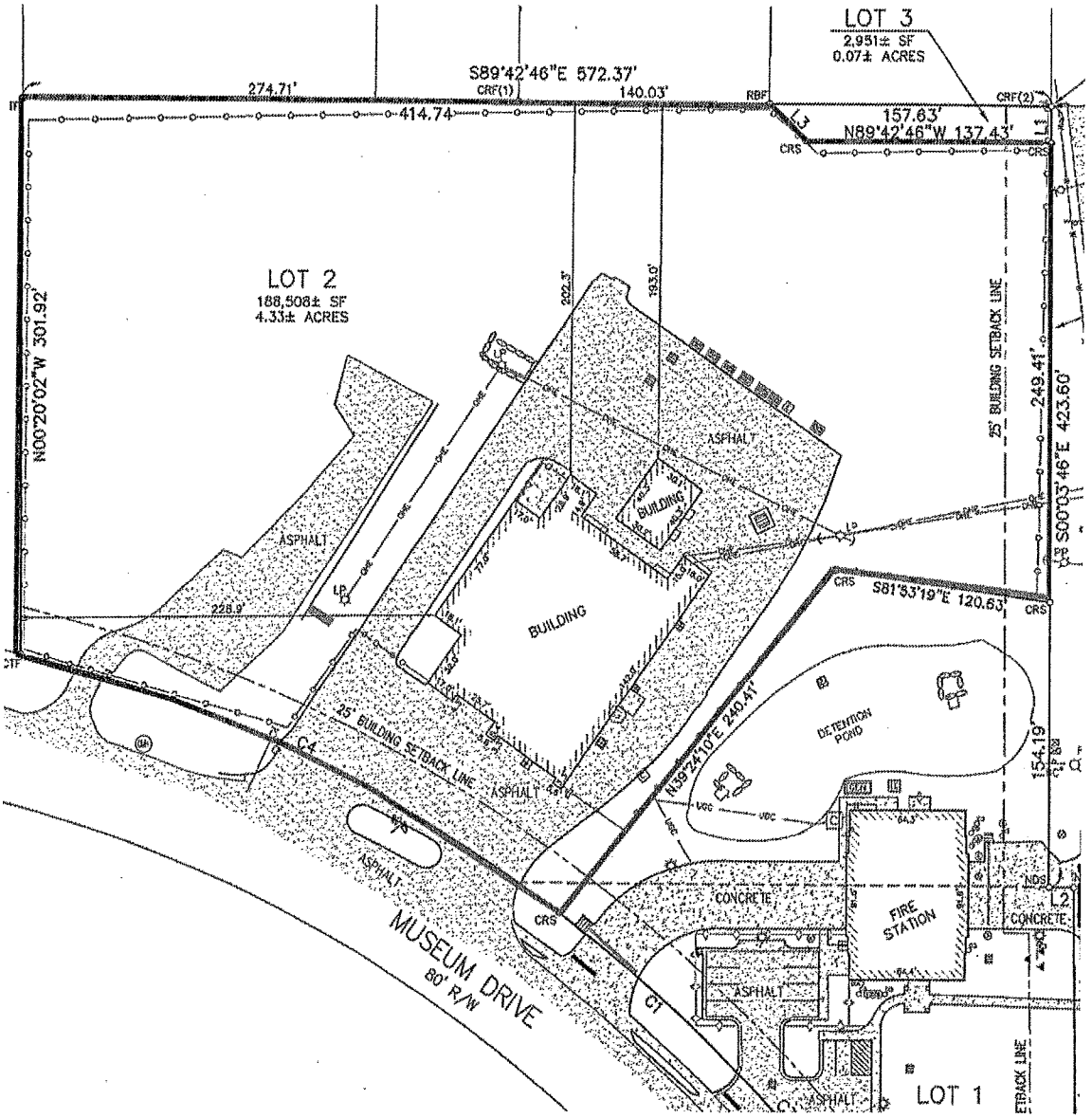
My Commission Expires: 4/21/25

MALLORY D TYSON
Notary Public
Alabama State at Large

EXHIBIT "A"

Property Address: 720 Museum Dr., Mobile, AL 36608

Parcel No. R022806141002009.001, Key No. 02397873



LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

LOT 2 FORT HARDEMAN SUBDIVISION IN INSTRUMENT NUMBER 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

EXHIBIT B

RFP RE-23-001

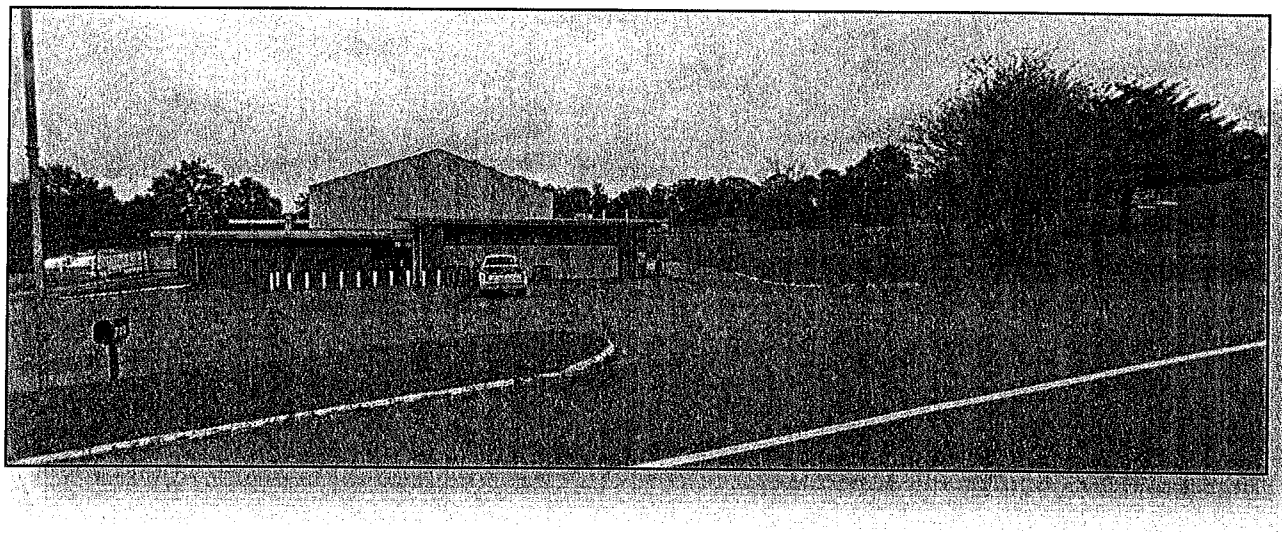
[Attached]

CITY OF MOBILE
REQUEST FOR PROPOSALS (RFP) TO PURCHASE AND REDEVELOP 720 MUSEUM DRIVE

PUBLISHED: March 3, 2023
https://www.cityofmobile.org/services/business/bids/

https://www.cityofmobile.org/real-estate-listings/

PUBLISHED: AL.COM & Lagniappe

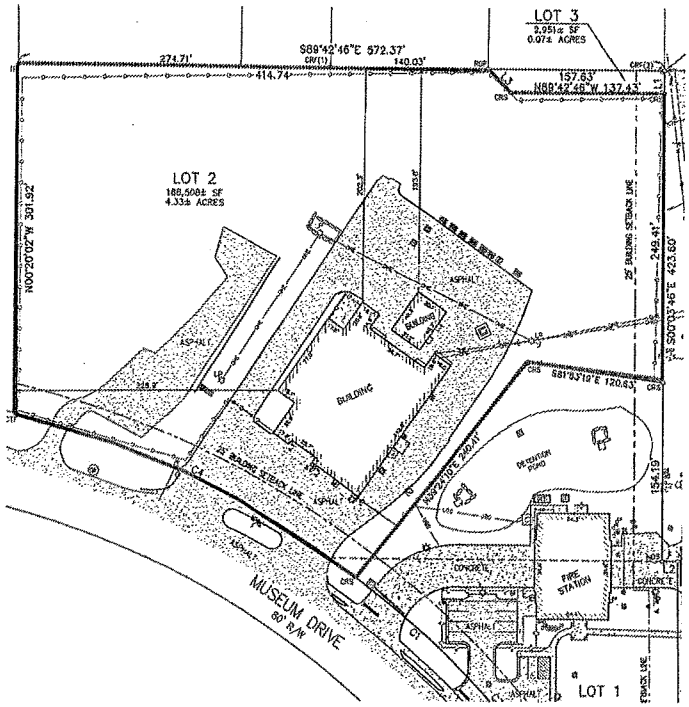


OVERVIEW

Offering Summary	The City of Mobile (City) owns a parcel of improved real property that was previously used as a City facility and as an armory prior to City usage, but is no longer needed by the City. The City of Mobile seeks proposals to purchase with the intent with for a qualified developer to create an impact to the community through residential development. Multifamily dwellings are of interest to support the residential housing demand.
Property Location	The property is located at 720 Museum Drive.
Site / Zoning	The site is 4.33± acres and the building is 16,400± SF, Lot 2, with the existing structures are to be demolished by the developer. It currently falls within R1 residential zoning. However, the property can be considered for rezoning to a more suitable category, depending on the plans. It is expected that the selected respondent will rezone the property as needed, with city staff support.
Utilities	Existing utilities on site include Alabama Power (electrical), Spire Energy (natural gas) and Mobile Area Water and Sewer System (water and sanitary sewer).
Area Information	The property is located in the Spring Hill Avenue area of the City and is surrounded by neighborhood businesses, recreational facilities, public safety facilities, and residential neighborhoods. The selected developer could show community impact intent by also enhancing the area of N. McGregor Blvd from the round-about to Springhill Avenue.
Pricing	The City of Mobile is required to obtain a minimum of fair market value for the sale of its real property. Proposals less than $820,000 will not be considered. Broker fees will be paid by the buyer – line item included on the respondent form attached.

SUBJECT PROPERTY

LOCATION: 720 Museum Drive



LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

BEGINNING AT A CAPPED REBAR (R&C) AT THE SOUTHEAST CORNER OF LOT 1, ST. AUGUSTINE RESUBDIVISION, AS RECORDED IN MAP BOOK 121, PAGE 13 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°-03'-46" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF MCGREGOR AVENUE (VARIABLE R/W) A DISTANCE OF 423.60 FEET TO A NAIL & DISK (WATTIER) IN CONCRETE; THENCE RUN NORTH 89°-42'-46" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 13.68 FEET TO A NAIL & DISK (WATTIER) IN CONCRETE; THENCE RUN SOUTH 00°-41'-41" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 399.87 FEET TO THE NORTHEAST RIGHT-OF-WAY LINE OF MUSEUM DRIVE (80' R/W); THENCE RUN NORTHWESTWARDLY ALONG SAID NORTHEAST RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 56°-01'-09", A RADIUS OF 840.15 FEET; A CHORD BEARING OF NORTH 48°-20'-47" WEST, AND A CHORD LENGTH OF 789.10) AN ARC DISTANCE OF 821.43 FEET TO A CRIMP TOP PIPE; THENCE RUN NORTH 00°-20'-02" WEST A DISTANCE OF 301.92 FEET TO A 2" OPEN TOP PIPE; THENCE RUN SOUTH 89°-42'-46" EAST A DISTANCE OF 572.37 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 6.21 ACRES, MORE OR LESS.

SITE AND BUILDING INFORMATION:

The Site is a total of 4.33± acres, or 188,508± square feet; the building is 16,400± square feet. The building is a brick and metal structure built on concrete slab foundation and has a built-up flat and metal roof. The City is seeking a developer to demolition existing structures on the property to create new construction multifamily residential.

SURROUNDING AREA:

The property of 720 Museum Drive is in the beautiful Spring Hill area. It is close to medical facilities, shopping, banking, and has residential neighborhoods to the north and east of the property. The area boasts of nearby parks, museums, community theater, and more. It is surrounded immediately by recreational, commercial, and a brand-new state-of-the-art fire station.

The site is currently zoned R-1, single family residential. However, there are both single family neighborhoods and multi-family complexes within a quarter of a mile away. Development would be required to fully comply with applicable City of Mobile zoning regulations to include (but not limited to) parking and circulation, setbacks and buffering, and landscaping and tree planting requirements. Depending on the proposed occupancy, providing the required number of parking spaces, with circulation, should be planned according to City ordinance and code.

Additionally, the site will need to comply with City Engineering/Right of Way requirements and the building, with Build Mobile/Permitting building code requirements.

The Selected respondent will be responsible for any needed rezoning of this parcel.

PRESENT CONDITION OF THE PROPERTY:

The information below is for informational purposes only and in no way should be used, without further inspection, to construct a response to this RFP.

- The Property is being sold as-is. No warranties or representations of any kind are being made by the City of Mobile, its agents or assigns.
- The buildings on this site were built in 1966; these are to be demolished by the buyer.
- The site has been determined to be outside the 500-year FEMA floodplain. The site is designated as Flood Zone X.
- All major public utilities are available to the site.
- Based on the age of the building and the materials used in its construction, it is possible that there may be asbestos containing materials, lead base paint, or other hazardous materials present in the building. Respondents will be responsible for conducting their own environmental assessment and testing and will be responsible for any required environmental remediation.

CITY OBJECTIVES

The City of Mobile seeks to select a developer to purchase the property at 720 Museum Drive to accomplish the following objectives:

- Residential development for a community impact to substantially commence within a 12-month timeframe. The deed to the awarded qualified developer will include the restriction(s).
- Undertake the rezoning and approvals process to convert property to the acceptable residential development planned;
- Create an aesthetic and safe community impact for residents along Museum Drive and near Langan Park, blending well with commercial activity along Museum Drive and Spring Hill Avenue, and to contribute to the amenities in the neighborhood by providing a residential development;
- Return the property to the tax rolls.

PROPOSALS, ELIGIBILITY, AND SELECTION

PROPOSALS

In addition to meeting the above threshold requirements, the Respondent must submit a complete response to this Request for Proposals. The Response must contain the following information:

- The price the Respondent is willing to pay for the Property in its "as-is" condition. The City is required to obtain at least Fair Market Value for the sale of its real property. The minimum bid is $820,000;
- A conceptual plan for rezoning of the property and residential development;
- Identify and describe in detail future occupancy plans for the Property once the redesign has been completed, including any re-zoning or conditional use permits that would be required.
- Provide a detailed timeline for the entire rehabilitation project, including completion dates that include the following milestones:
    - Rezoning the site for the proposed use;
    - Procuring building permits;
    - Start of construction;
    - Certificate of Occupancy.
    - Place offer in a closed opaque envelope labeled "SEALED PROPOSAL".
    - If bidder desires that payment of any broker fee be disbursed as a closing cost from the gross sale proceeds, then the amount of the fee shall be plainly disclosed in the bid and the bid amount should be increased accordingly so that the net proceeds to the City of Mobile is not reduced.

All questions must be sent in writing by mail to Carleen Stout-Clark at the address listed under "Proposal Submission" below or by email to carleen.stout@cityofmobile.org / RE: PROPOSAL-720 Museum Dr., REAL ESTATE DEPARTMENT. Questions must be received no later than three (3) business days prior to the date for receipt of Proposals. All responses will be in writing in the form of an Addendum to the Request for Bids.

FINANCIAL CAPABILITY

In addition to the above, the successful Respondent must demonstrate the financial capacity to undertake the proposed redevelopment and will be required to submit the following upon selection:

- Potential investors or contractors: a line of credit availability OR proof of funds letter from a lending institution and most recent corporate financial statement OR other evidence acceptable to the City;
- If an investor or contractor, please provide three references or examples of similar, previous projects.

RESPONDENT ELIGIBLITY

Selection will be based on the highest responsible and responsive proposal that best satisfies the objectives of the City for the development of this Property. Conceptual plans will be considered.

Respondent must meet the following threshold requirements in order to be eligible to respond to this RFP:

- The Respondent or a related entity may not own any real property within the City of Mobile that has any unresolved citation or violation of any local codes and/or ordinances.
- The Respondent may not own any real property within the City of Mobile, Mobile County or the State of Alabama that is tax delinquent.
- The Respondent must not have been the prior owner of any real property in the City of Mobile that was transferred to the State Land Commissioner as a result of tax delinquency.

PRE-PROPOSAL MEETING AND INSPECTION: Any and all interested parties are encouraged to attend a pre-proposal meeting and inspection of the Property on Thursday March 16, 2023 beginning at 10:00 a.m. The Property will be open until 12:00 noon. No other tour or inspection of the Property will be conducted.

PURCHASE AGREEMENT

Following selection, the selected respondent will be required to enter into a Purchase Agreement with the City. The Purchase Agreement shall incorporate the following: A Scope of Work and/or Construction Plans and Specifications as deemed acceptable by the City based on the conceptual plans proposed by the Respondent, the Project Timeline, including performance milestones such as close of due diligence and issuance time of closing; and a reversion clause. The specific terms of the Purchase Agreement will be negotiated between the City and the successful respondent upon selection.

The City will be responsible for the cost of the preparation of the deed and Title Insurance. The deed will include restriction(s) regarding the residential requirement for this development. All other closing costs as well as the costs for additional surveys or inspections shall be the responsibility of the selected respondent.

The selected respondent will have thirty (30) days from selection to execute a Purchase Agreement with the City.

PROPOSAL SUBMISSION

RESPONSES ARE DUE: Responses must be received on or before Wednesday, April 5, 2023, at 2:00 p.m. CST.

All Proposals shall be submitted on the Response Form provided with this Request for Proposals. Proposals may be delivered or mailed to the following:

Physical Address:	City of Mobile Government Plaza (Drop off – 9th Floor South Tower "City of Mobile Bids") City Clerk's Office 9th Floor, South Tower RE: Sealed Proposal for 720 Museum Drive Property 205 Government Street Mobile, AL 36602
Mailing Address:	City of Mobile City Clerk's Office – 9th Floor, South Tower RE: Sealed Proposal for 720 Museum Drive Property P.O. Box 1827 Mobile, AL 36633

If Proposal Delivered in person: Enter Government Plaza, take the South Tower elevators to the 9th Floor, and leave sealed Proposal in the box, marked "City of Mobile Bids", no later than Wednesday, April 5, 2023 @ 2:00 PM local time. Proposals Will Not Be Accepted in the Real Estate Department.

PROPOSAL OPENING and SELECTION

Proposals will be opened at 2:30 pm on April 5, 2023. All responsible and responsive Proposals will be forwarded to a real estate committee for review and recommendation for award.

The City may reject any or all Proposals or may make awards to the highest and most responsive Respondent. In determining the most responsive proposal, the City shall take into consideration the Respondent's proposal and the following factors:

- The price the Respondent is willing to pay for the parcel;
- The proposed use and rehabilitation plan;
- The Respondent's financial capacity to undertake the project(s) in a timely manner (to be reviewed upon selection).

Selection of successful Respondent will not be based solely on high bid, but rather on the complete proposal package. It is anticipated that a selection would be made by April 14, 2023.

RESERVATION OF RIGHTS

The City reserves the right to:

- Amend, modify, or withdraw this RFP;
- Revise any requirements under this RFP;
- Accept any proposal deemed to be in the best interests of the City, and to reject any and all proposals;
- Require supplemental or clarifying information from any responding party, without having been deemed to have changed the terms of the RFP;
- Extend the deadline for submissions of responses;

- Negotiate or hold discussions with any Respondent to supplement responses.
- Include deed restriction(s) regarding residential development.

Additionally:
The City may exercise all rights at any time without notice and without liability for expenses incurred in responding to any changes in the RFP. Responses are prepared at the sole cost and expense of the respondent. Responses are submitted for the benefit of the party identified on the Proposal Form and are non-assignable.

Nothing stated at any time by any City agent or representative will effect a change or addition to the RFP, unless confirmed in writing by the City and distributed to all responders.

All information submitted in response to this RFP shall become the property of the City, and as such, may be subject to public review as public records. Any responder who submits records of sensitive internal business affairs, proprietary information, or information that could potentially be used by competitors to achieve an unfair business advantage must identify the information as confidential at the time it is submitted to the City. The City will not release appropriately designated confidential information. If the City finds that the information is not confidential for purposes of the Alabama Open Records Act, it will consult with the responder before releasing it to the public.

Respondents acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liability incurred by the respondent as a result of, or arising out of, responding to this RFP.

This proposal uses the gender-neutral words "it" and "its" in place of "he" and "she" and "his" and "her," etc., merely for the sake of brevity or to include the possibility that a consulting firm might submit a proposal.

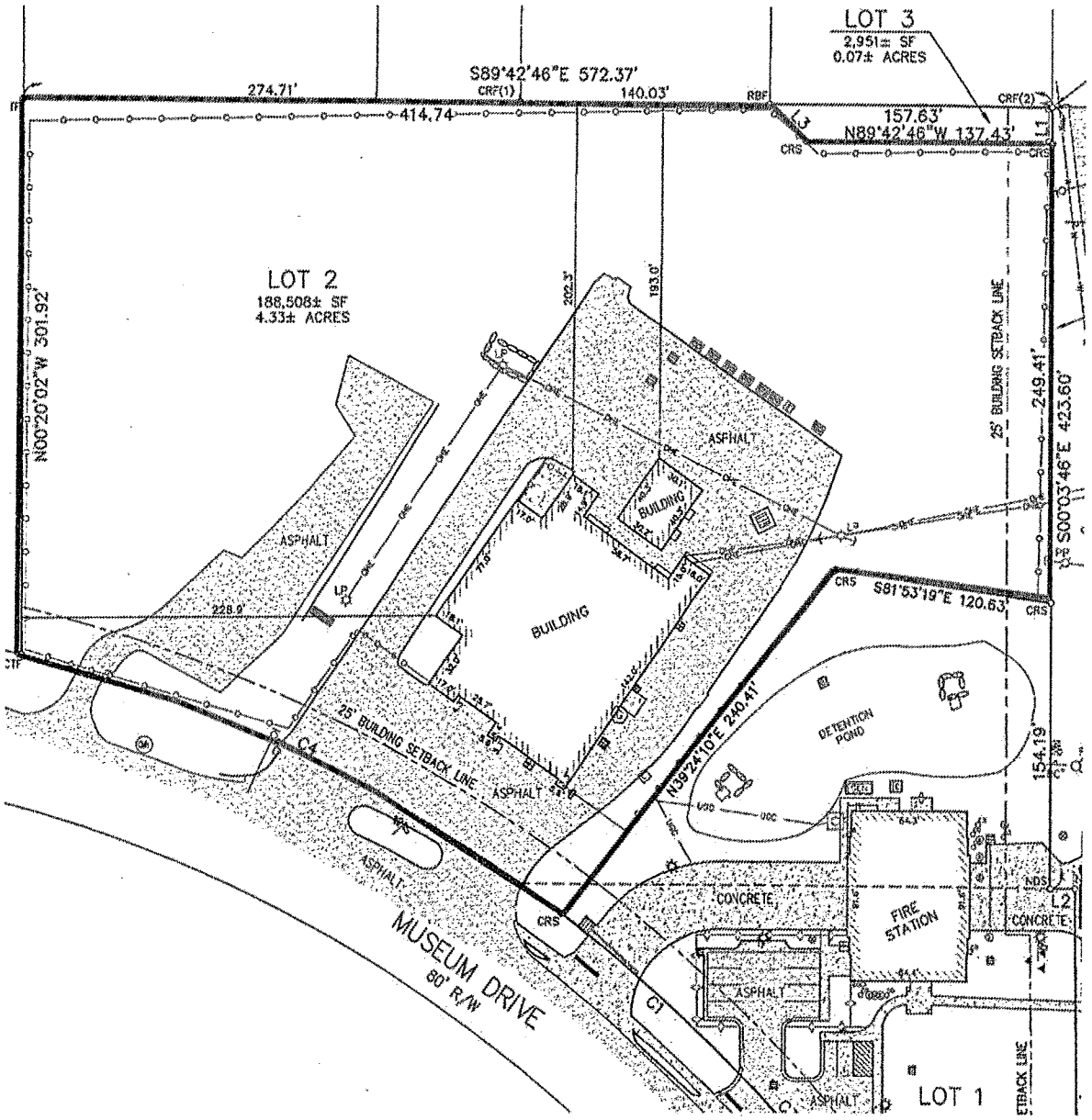
DISCLAIMERS

The Property is being sold "as is, where is."

APPENDICES

1. Property Survey*
2. Site Plan*

*The attached drawings are intended only for respondents' general information in preparing their proposals. No guarantee is given as to the accuracy of these documents. Respondents shall be responsible for verifying all information and for preparing their own surveys in preparation of their proposal and for documents required at closing.



RESPONSE FORM

RESPONDENT hereby bids the lump sum of _____ and 00/100 Dollars ($_____.00) for the purchase of the City-owned property described in the Request for Proposals at 720 Museum Drive, Mobile, AL. The lump sum entered above does not include closing costs and other costs of the sale.

Estimated Broker's or Finder's Fee, if applicable, is $_____ and is included in the aforementioned lump sum.

CERTIFICATION

I hereby certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for this property and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Response Form for the Respondent. I further certify that I have read and understand all the response specifications and conditions. I agree to all terms, conditions and provisions that pertain to the sale of the specified property.

_____

BIDDER NAME AUTHORIZED SIGNATURE

_____

BIDDER MAILING ADDRESS PRINT AUTHORIZED NAME

_____

CITY STATE ZIP CODE TITLE

_____

AREA CODE/TELEPHONE NUMBER

_____

EMAIL ADDRESS

Exhibit C

Proposal

[Attached]



BPG | Burton PROPERTY GROUP

720 Museum Drive RFP Response

THE VILLAGE

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The Village Offer RFP Response Form.... Page 11

The Village Timeline.... Page 12

The Village Project Narrative

The Village provides resort style apartment living nestled in the Spring Hill community. Our expertly designed apartment resort will deliver a modern concept to the classic design of Spring Hill's historic architecture. Conveniently located on Museum Drive **The Village** provides walkable proximity to Spring Hill Village shopping, the recreation area of Langan Park, and only minutes' drive from Spring Hill's finest dining, shopping, country club, tennis, and local universities. The best of Spring Hill and Mobile is at your doorstep.

The Village apartment community comprises of three hundred sixty-two residential units, over five hundred fifty structured parking spaces, clubhouse amenities, pool, and recreation area, creating the finest apartment living in the Spring Hill area. These elegant units will house approximately five hundred residents bringing benefit and support to local businesses and service providers. Spring Hill and Mobile will realize the potential of the Blueprint for Spring Hill to attract and secure businesses to the Spring Hill Commercial and Retail Corridor Initiative with the addition of **The Village's** thriving neighborhood community.

The Village home interiors will be thoughtfully designed for comfort and convenience and will be stylishly appointed with premium materials and finishes. Our apartment homes will feature chef-inspired kitchens with granite countertops and under-mount sinks, hardwood inspired flooring, spacious closets, designer lighting packages and inspiring views of our stunning Mobile sunsets. **The Village** will provide an innovative parcel delivery system to keep your packages and food deliveries safely where you can find them.

The Village amenities will provide residents a well-appointed 7,000 square foot clubhouse space where you can exercise in our state-of-the-art fitness center, private yoga, and Pilates studio, zoom room, the conveniences of valet dry-cleaning and concierge services, game room, coffee barista area, and spacious gathering areas for indoor tailgating on game days. **The Village** will also allow you to "Get Outdoors" and relax by the year-round resort style pool and spacious sun deck or enjoy some solitude in the privacy of our green space courtyard with grilling areas and hammock lounge.



The Village view from NW corner showing garage tucked behind liner buildings



The Village view from Museum East corner

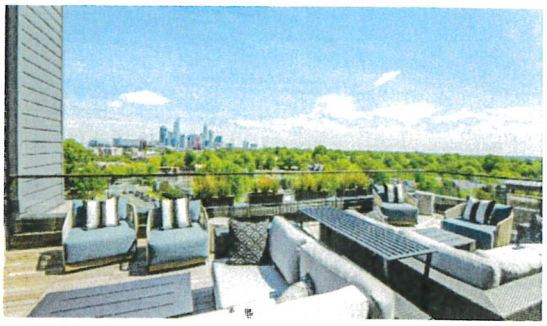


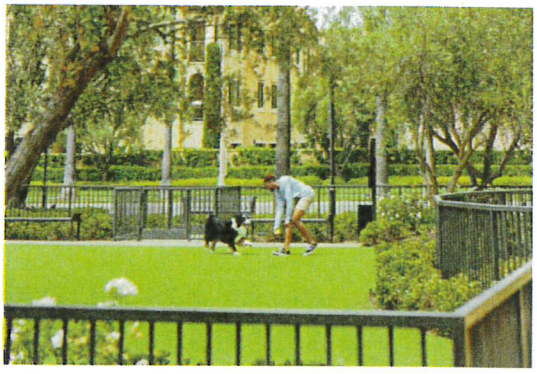
The Village view from McGregor

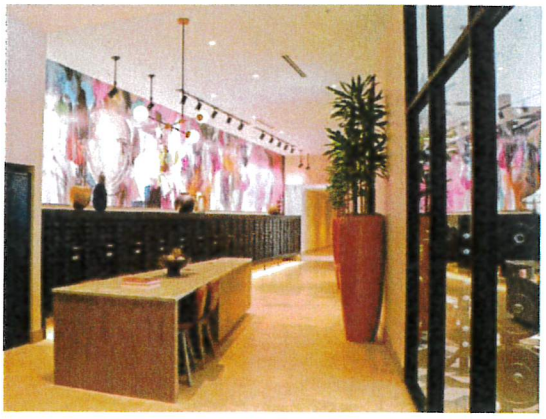


The Village view from Museum West corner

The Village Amenity Example Imagery




The Village in context with the Spring Hill Blueprint

Burton Property Group drew inspiration for **The Village** from the Blueprint for Spring Hill. The intersection of Museum Drive and McGregor Ave. is listed as a key intersection for Spring Hill's overlay district. 720 Museum Drive is situated at the heart of this key intersection. Burton Property Group intends to promote the growth and development of this key intersection by providing much-needed households to serve as the commercial, civic, and cultural center of the Spring Hill community. Households are the driver of commercial, civic, and cultural development of all communities. **The Village** provides a carefully crafted development that will be aesthetically and contextually woven into the fabric of Spring Hill's unique and historical community.



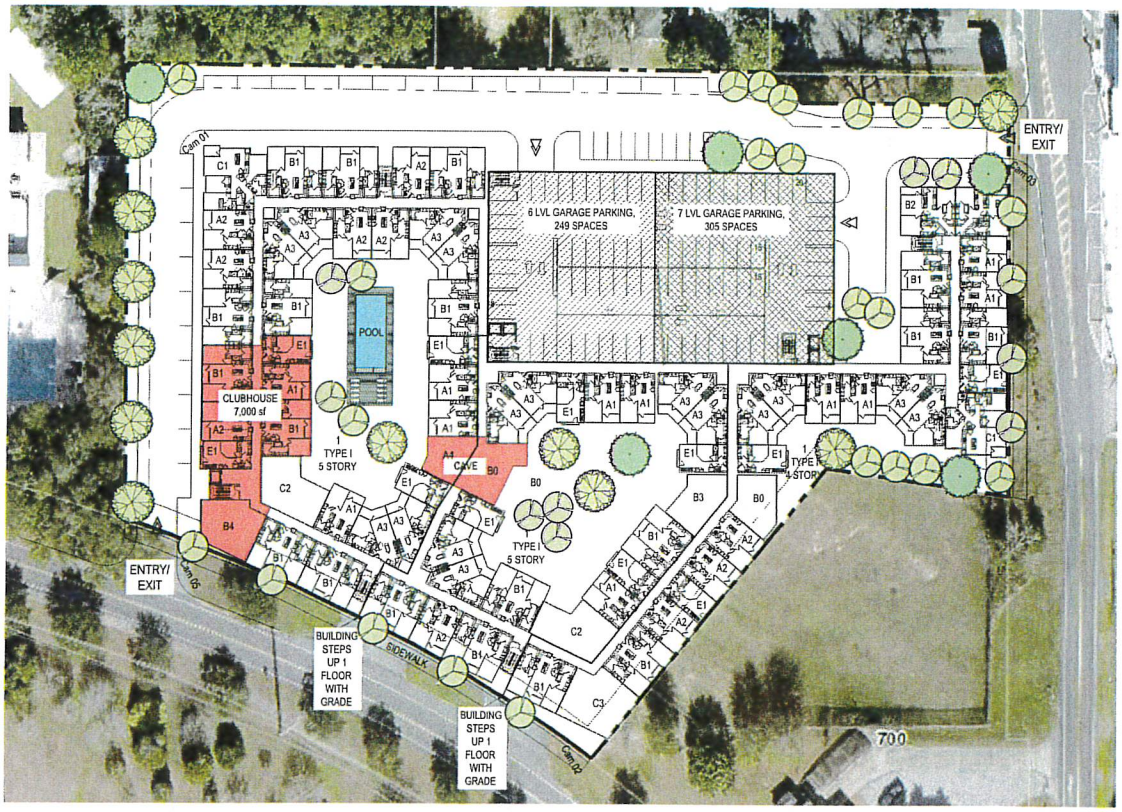
(Images: Blueprint pgs. 1.3 and 4.2 Jan 2008)

The Village will also provide walkability to serve the site and the surrounding area by providing sidewalks from back of curb to the front of the liner buildings as shown in Spring Hill Village Blueprint:



(Image: Blueprint pg. 4.2 Jan 2008)

Per the **Blueprint of Spring Hill** – Burton Property Group focused the design of the development to include "Walkable Street Scene" with 12' sidewalks along McGregor Avenue and Museum Drive, "Connectedness" by connecting the proposed project to the planned North McGregor Avenue improvements and orienting the buildings toward the streets.



Develop an Infill Development Strategy

"A strategy should be developed to target vacant, underutilized, or "soft" properties around Spring Hill's commercial centers that detract from the quality of the area. Vacant land and derelict buildings offer opportunities for change and redevelopment. In order to seize these opportunities, it is necessary to inventory and map the locations of vacant land and derelict buildings and then target new users and promote the inventoried opportunities to new investors." (Blueprint Pg. 6.8 Jan. 2008)

Burton Property Group would like to acknowledge the City of Mobile's foresight in publishing the 720 Museum Drive RFP and is honored to answer the call by providing **The Village** high density residential development to minimize the impact on Spring Hill/Mobile's infrastructure while optimizing the impact for the growth and development of the Museum Drive and McGregor Ave. corridor in place of the former Armory.

The Village will provide walkability and connectivity by implementing twelve feet wide sidewalks and street-oriented building on Museum Drive and McGregor frontage areas in accordance with Spring Hill's overlay criteria. **The Village** parking structure will maximize the benefit of the buildings by providing off

street parking for private use in a compact area versus surface parking. New household formations in **The Village** residential will have an enormous impact on the commercial growth potential providing patrons to existing local establishments and attracting new business to the community.



Museum Drive East corner



Museum Dive West corner





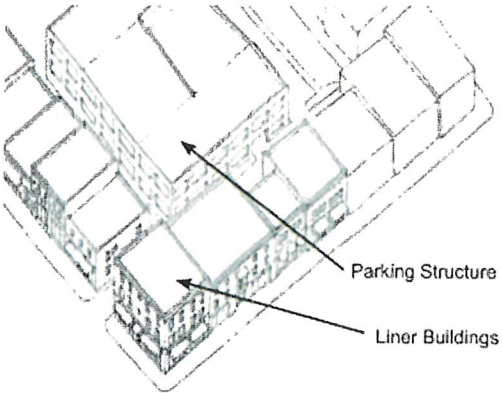
Museum East shoing parking structure tucked behind liner builings

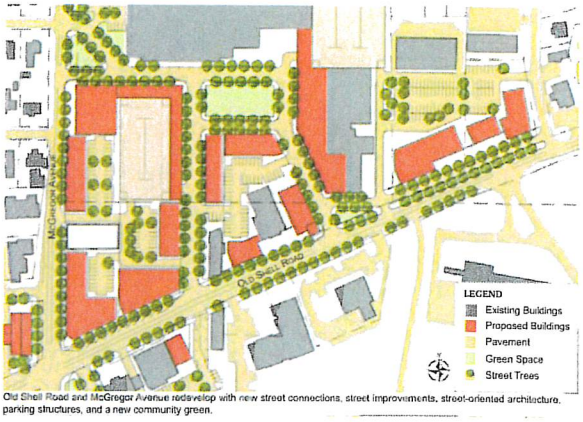


Courtyard View

The Village Proposed Zoning

The Museum Drive Site is currently zoned R1. Burton Property Group will apply to the Board of adjustments for a Use Variance and Bulk Site Variance. To comply with the City of Mobile's stated objectives for the Museum Drive site, BPG is seeking a Use Variance from R1 to Multifamily that allows for 84 units per acre that will be achieved by constructing 4 and 5 story buildings of multifamily units totaling 362 units on the 4.33-acre site. Adequate parking will be provided in a precast parking deck that is 6 and 7 levels for a total of 588 parking spaces. The Parking deck will be central to the site and surrounded by the apartment unit buildings, which will also serve as liner buildings in compliance with the Spring Hill Blueprint specifications:





(Images: Blueprint pgs. 4.13 and 4.16 Jan 2008)

We feel that the following items from the VSH Master Plan support our proposed development on North McGregor Ave.:

- A strong residential population will support local businesses and help to ensure their success.
- Dense mixed-use areas help relieve traffic congestion, reduce parking needs and improve walkability. This is possible because neighborhood centers provide a range of goods and services, amenities, and housing in close proximity to one another, eliminating the need to drive within that area.
- In order to create a continuous and comfortable realm, buildings should be multistory and built close to the street.
- Parking should be in mid-block lots or parking garages that are lined with buildings.



(The Village view from NW corner Parking Structure behind tucked Liner Buildings)

Burton Property Group is grateful to the City of Mobile for considering **The Village** for the rehabilitation of the former Armory site. We look forward to working with the City and Spring Hill to deliver this new development to the community. The demand for this residential development is proven by the economic growth and job growth in Mobile. Mobile is experiencing unprecedented growth as an industrial hub of the Mobile bay area. It is our goal to help Mobile provide transitional housing for existing and future residents as they make Spring Hill/Mobile their permanent home. Housing costs are at an all time high due to the limited supply of existing housing across the United States. **The Village** provides housing that will prepare Mobile for the continued growth that is projected to follow the expansion of the port, Airbus, Austal, the industrial sector, and the business that will support the multiple job creators and major industries. Please join us in setting the standard for Mobile's vision for the future by realizing **The Village** residential community.

Thank you,

BPG | Burton
PROPERTY GROUP

RESPONSE FORM

RESPONDENT hereby bids the lump sum of One Million Two Hundred Fifty Thousand and 00/100 Dollars ($1,250,000 * .00) for the purchase of the City-owned property described in the Request for Proposals at 720 Museum Drive, Mobile, AL. The lump sum entered above does not include closing costs and other costs of the sale.

Estimated Broker's or Finder's Fee, if applicable, is $ NA and is included in the aforementioned lump sum.

CERTIFICATION

I hereby certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for this property and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Response Form for the Respondent. I further certify that I have read and understand all the response specifications and conditions. I agree to all terms, conditions and provisions that pertain to the sale of the specified property.

Burton Property Group	
BIDDER NAME	AUTHORIZED SIGNATURE
41 W I-65 Service Road N Suite 310	Philip Burton
BIDDER MAILING ADDRESS	PRINT AUTHORIZED NAME

CITY	STATE	ZIP CODE	TITLE
Mobile	AL	36608	President/CEO

251-341-5777
AREA CODE/TELEPHONE NUMBER

phillip@burtonprop.com
EMAIL ADDRESS

* In the RFP, the City requested the selected developer to show some community impact by enhancing the area of N. McGregor Blvd. from the round-about to Springhill Ave. While the developer would already be required to include the 12' wide sidewalks along its McGregor frontage, the $1,250,000 offer presented includes an allocation of $250,000 for the City to use as it determines for further improvements in that area not being purchased by the developer.

The Village Timeline

The below timeline is a rough estimate of the time frames associated with a project of this size and nature. It was prepared based on our experience with such projects and taking the property through the variance process. It is, in no event, meant to contain definitive dates for completion of these items. Once selected as the successful developer, we will engage all the necessary professionals and move in a commercially reasonable manner to complete the project as soon as possible.

1) Property Due Diligence / re-zoning and /or obtaining the necessary variances – 90 days.
    a. Buyer will need to perform ALTA survey, topo survey, Geotech etc. before entering the full design phase. A preliminary amount of design will need to be done before applying for the necessary zoning approvals.
2) Preparation of architectural and civil designs (which will include the parking deck) - 180 days.
    a. Preparation of multi-family architectural plans is a bit unique in that they take significantly more time than most other architectural plans. The architectural plans must be prepared in coordination with the civil plans and the parking deck design.
    b. Perform any necessary traffic studies.
3) Submit Plans for Permit (including responding to any comments received) – 90 days.
4) Obtain Permit and close on the property – 30 days.
5) Demo existing building/remediate asbestos; Commence Construction – upon obtaining permits.
6) Complete Construction – 18 – 24 months (subject to force majeure)

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	5/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/18/2023 - 10:39 AM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Lorenzo Green is appointed to the Citizens Parks and Recreation Advisory Committee effective immediately, for a term ending May 9, 2025.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

5/23/2023

Renewal Date of Contract:

5/23/2023

Funding Source

Project # 1324 Jessie Street - ME-202-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1324 Jessie Street	Cover Memo	5/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	5/18/2023 - 10:43 AM

RESOLUTION

Sponsored by: Councilmember Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1324 Jessie Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 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 **1324 Jessie Street** described as:

LOT 16 BLK 4 LA FARGUE PL 2ND S/D DBK 121/511 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 143

Last Assessed to: HEIR OF IDA BELL DOUGLAS, C/O EDNA DAVIS DOUGLAS

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 23, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 23, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1324 JESSIE STREET** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF IDA BELL DOUGLAS, C/O EDNA DAVIS DOUGLAS,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 013 143
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1324 JESSIE ST

Property Details

PARCEL KEYX	00664837	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

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

Property Score

SCORE ~~42~~ 62

SCORE DISCRIPTION **Review Committee**

Notes

15

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 12-12-22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

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

Property Address: 1324 Jessie Street **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [ ] 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.
- [ ] 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

Edna Davis Douglas
4150 Weatherford Avenue
Mobile, Alabama 36609-2466

March 29, 2023

RE: **1324 Jessie Street**
Project Number: ME-202-22

Dear Edna Davis Douglas:

On March 2, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1324 Jessie Street.

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

LOT 16 BLK 4 LA FARGUE PL 2ND S/D DBK 121/511 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 143

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

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

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

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1324 JESSIE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1324 JESSIE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1324 JESSIE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1324 JESSIE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1324 JESSIE STREET** **AGENDA PHOTO / DW**




2023/05/15

NUISANCE ABATEMENT **1324 JESSIE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1324 JESSIE STREET** **AGENDA PHOTO / DW**




2023/05/15

NUISANCE ABATEMENT **1324 JESSIE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1324 JESSIE STREET** **AGENDA PHOTO / DW**



Affidavit of Mailed Notice

Date: May 23, 2023

State of Alabama
County of Mobile

Subject Property –1324 Jessie Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **14 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1324 Jessie Street Date: December 16, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 15, 2022

Per the Title Report, the owner is: Heirs of Ida Bell Douglas DOD 1/16/2012 and Zad Douglas DOD 8/7/2010

Notes: Zad Evans Douglas DOD 7/19/2009 and Amos Lockett Jr DOD 7/7/2019 are both sons of Ida Bell Douglas. Also, Michael Eugene Douglas listed as deceased per Find-A-Grave with no known date of death. Still shows living on Lexis/Nexis. Added his address for mailing. Could not locate Karen Vanessa Hill (daughter of Zad Evans Douglas, Jr DOD 7/19/2009.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Edna Davis Douglas 4150 Weatherford Ave Mobile AL 36609-2466	Heir/Wife of Zad Evans Douglas Jr DOD 7/19/2009 Daughter in law of Ida Bell Douglas DOD 1/16/2012 Phone number 251-604-4267
2	Zad Evans Douglas III 5517 Windmill Dr Unit 1 Mobile AL 36693-2738	Heir/Son of Zad Evans Douglas Jr DOD 7/19/2009 Grandson of Ida Bell Douglas DOD 1/16/2012 Phone number 251-402-0609
3	Zad Evans Douglas III 429 Craftmore Dr Mobile AL 36610-4021	Secondary Address
4	Zad Evans Douglas III 3323 Taylor St Detroit MI 48206-1990	Third Address
5	Michael Eugene Douglas 77701 Sunrise Cir Apt A Irondale AL 35210-1385	Heir/Son of Ida Bell Douglas DOD 1/16/2012 and Zad Douglas DOD 8/7/2010 Phone number 205-593-4249 Phone number 864-236-1171

6	Carolyn Lockett 362 Ph Lewis Pl Mobile AL 36603-1609	Heir/Wife of Amos Lockett, Jr DOD 7/7/2019 Daughter in law of Ida Bell Douglas DOD and Zad Douglas DOD 8/7/20101/16/2012 Phone number 251-438-9503 Phone number 251-433-3521
7	Francesca McQuirter 8925 Winter Ct Mobile AL 36695-5321	Heir/Daughter of Amos Lockett, Jr DOD 7/7/2019 Granddaughter of Ida Bell Douglas DOD 1/16/2012 and Zad Douglas DOD 8/7/2010 Phone number 251-509-9075 Phone number 251-433-3521
8	Ivan Jerome Lockett 119 N Carlen St Mobile AL 36607-3412	Heir/Son of Amos Lockett, Jr DOD 7/7/2019 Grandson of Ida Bell Douglas DOD 1/16/2012 and Zad Douglas DOD 8/7/2010
9	Gary Leon Douglas Jr 5205 Ferndale Ave Mobile AL 36618-2334	Heir/Son of Ida Bell Douglas DOD 1/16/2012 and Zad Douglas DOD 8/7/2010 Phone number 251-342-1275
10	Brunetta D Hardeman 4337 Saint George Dr Corpus Christi TX 78413-2530	Heir/Daughter of Ida Bell Douglas DOD 1/16/2012 and Zad Douglas DOD 8/7/2010 Phone number 361-946-1820 Phone number 361-854-5154
11	Jason M Douglas 651 Burden St Mobile AL 36607-1204	Heir/Son of Zad Evans Douglas Jr DOD 7/19/2009 Grandson of Ida Bell Douglas DOD 1/16/2012 and Zad Douglas DOD 8/7/2010 Phone number 251-408-8558
12	Carmelita M Grier 429 Craftmore Dr Mobile AL 36610-4021	Heir/daughter of Zad Evans Douglas Jr DOD 7/19/2009 Granddaughter of Ida Bell Douglas DOD 1/16/2012 and Zad Douglas DOD 8/7/2010

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

13	Patrick Jason Brady PO Box 312277 Enterprise AL 36331	Jefferson Capital Systems LLC vs Ivan Jerome Lockett Instrument number 2022019211 recorded 3/14/2022
14	Patrick Jason Brady PO Box 312277 Enterprise AL 36331	Jefferson Capital Systems LLC vs Jason Douglas Instrument number 2021006375 recorded 02/02/2021

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

5/23/2023

Renewal Date of Contract:

5/23/2023

Funding Source

Project # 1163 Ghent Street - ME-172-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1163 Ghent Street	Cover Memo	5/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	5/18/2023 - 10:45 AM

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1163 Ghent Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1163 Ghent Street** described as:

BEG ON E/S OF GHENT ST 306 FT S OF S/L OF DOMINICK ST TH RUN E & PAR TO DOMINICK ST 75 FT TO A PT TH RUN S & PAR TO GHENT ST 46 FT TO A PT TH RUN W & PAR TO DOMINICK ST 76 FT TO A PT ON E/S OF GHENT ST TH N ALG E/S OF GHENT ST 46 FT TO POB BEING PT OF LOTS 11 & 12 IN BLK 13 OF TOULMIN TRT #SEC 28 T4S R1W #MP29 10 28 4 003

Parcel Number: 29 10 28 4 003 008

Last Assessed to: DARLENE HOBDY, BERTRAND DENNIS, AND ANTHONY DENNIS

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 23, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 23, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1163 GHENT STREET** OWNED BY OR MAY HAVE AN INTEREST: **DARLENE HOBDY, BERTRAND DENNIS, AND ANTHONY DENNIS,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 28 4 003 008
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1163 Ghent Street

Property Details			
Key #	933217	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	09-28-22	Comments	

Property Score			
Score	57	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 10-10-22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

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

Property Address: 1163 Ghent Street **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Darlene Hobdy
1109 Antwerp Street
Mobile Alabama 36605

March 29, 2023

RE: **1163 Ghent Street**
Project Number: ME-172-22

Dear Darlene Hobdy:

On March 2, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1163 Ghent Street.

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

BEG ON E/S OF GHENT ST 306 FT S OF S/L OF DOMINICK ST TH RUN E & PAR TO DOMINICK ST 75 FT TO A PT TH RUN S & PAR TO GHENT ST 46 FT TO A PT TH RUN W & PAR TO DOMINICK ST 76 FT TO A PT ON E/S OF GHENT ST TH N ALG E/S OF GHENT ST 46 FT TO POB BEING PT OF LOTS 11 & 12 IN BLK 13 OF TOULMIN TRT #SEC 28 T4S R1W #MP29 10 28 4 003

Parcel Number: 29 10 28 4 003 008

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

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

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

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1163 GHENT STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1163 GHENT STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1163 GHENT STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1163 GHENT STREET** **AGENDA PHOTO / DW**



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NUISANCE ABATEMENT **1163 GHENT STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1163 GHENT STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1163 GHENT STREET** **AGENDA PHOTO / DW**




2023/05/15

NUISANCE ABATEMENT **1163 GHENT STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1163 GHENT STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1163 GHENT STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1163 GHENT STREET** **AGENDA PHOTO / DW**



Affidavit of Mailed Notice

Date: May 23, 2023

State of Alabama
County of Mobile

Subject Property –1163 Ghent Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **1163 Ghent Street** Date: November 7, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 1, 2022

Per the Title Report, the owner is: Darlene Hobdy, Bertrand Dennis, and Anthony Dennis

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Darlene Hobdy 1163 Ghent St Mobile AL 36605-4864	Owner/Subject Address Phone number 251-930-2712 Phone number 606-682-9461
2	Bertrand Dennis 959 Amelia Ave Akron OH 44302-1105	Owner Phone number 330-322-5582
3	Anthony Dennis 1844 Huntington Cir Brunswick OH 44212-4116	Owner Phone number 330-304-6007
4	Darlene Hobdy 1109 Antwerp St Mobile AL 36605	Secondary address

TAX STATUS: 2021 TAX LIEN

5	Michael C. Smith 2740 Weston Dr Mobile AL 36695-2672	2021 Tax Lien holder Phone number 251-639-6799

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

5/23/2023

Renewal Date of Contract:

5/23/2023

Funding Source

Project # 406 Michigan Avenue - ME-179-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 406 Michigan Avenue	Cover Memo	5/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	5/18/2023 - 10:49 AM

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **406 Michigan Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 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 **406 Michigan Avenue** described as:

LOT 4 BLK 17 OF GLENDALE PARK PER DBK 61 N S PGS 316 THRU 317 #SEC 27 T4S R1W #MP29 10 27 2 001

Parcel Number: 29 10 27 2 001 020

Last Assessed to: YU CHEN

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 23, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 23, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **406 MICHIGAN AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **YU CHEN,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 27 2 001 020
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

406 MICHIGAN AVE

Property Details

PARCEL KEYX	00909459	LOCAL HISTORIC REGISTRY	Leinkauf
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	~~N~~ Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-12	COMMENTS	

Property Score

SCORE ~~47~~ 61

SCORE DISCRIPTION Review Committee

Notes

YC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-24-22

Voted 4 to 1 for Demolition
(Historic Abstained for Secure)

NUISANCE ABATEMENT INSPECTION CHECKLIST

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

Property Address: 406 Michigan Avenue **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Yu Chen
7331 Willow Pointe Drive N
Mobile, Alabama 36698-4493

March 29, 2023

RE: **406 Michigan Avenue**
Project Number: ME-179-22

Dear Yu Chen:

On March 2, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known 406 Michigan Avenue.

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

LOT 4 BLK 17 OF GLENDALE PARK PER DBK 61 N S PGS 316 THRU 317 #SEC 27 T4S R1W #MP29 10 27 2 001

Parcel Number: 29 10 27 2 001 020

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

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

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

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTO / DW**



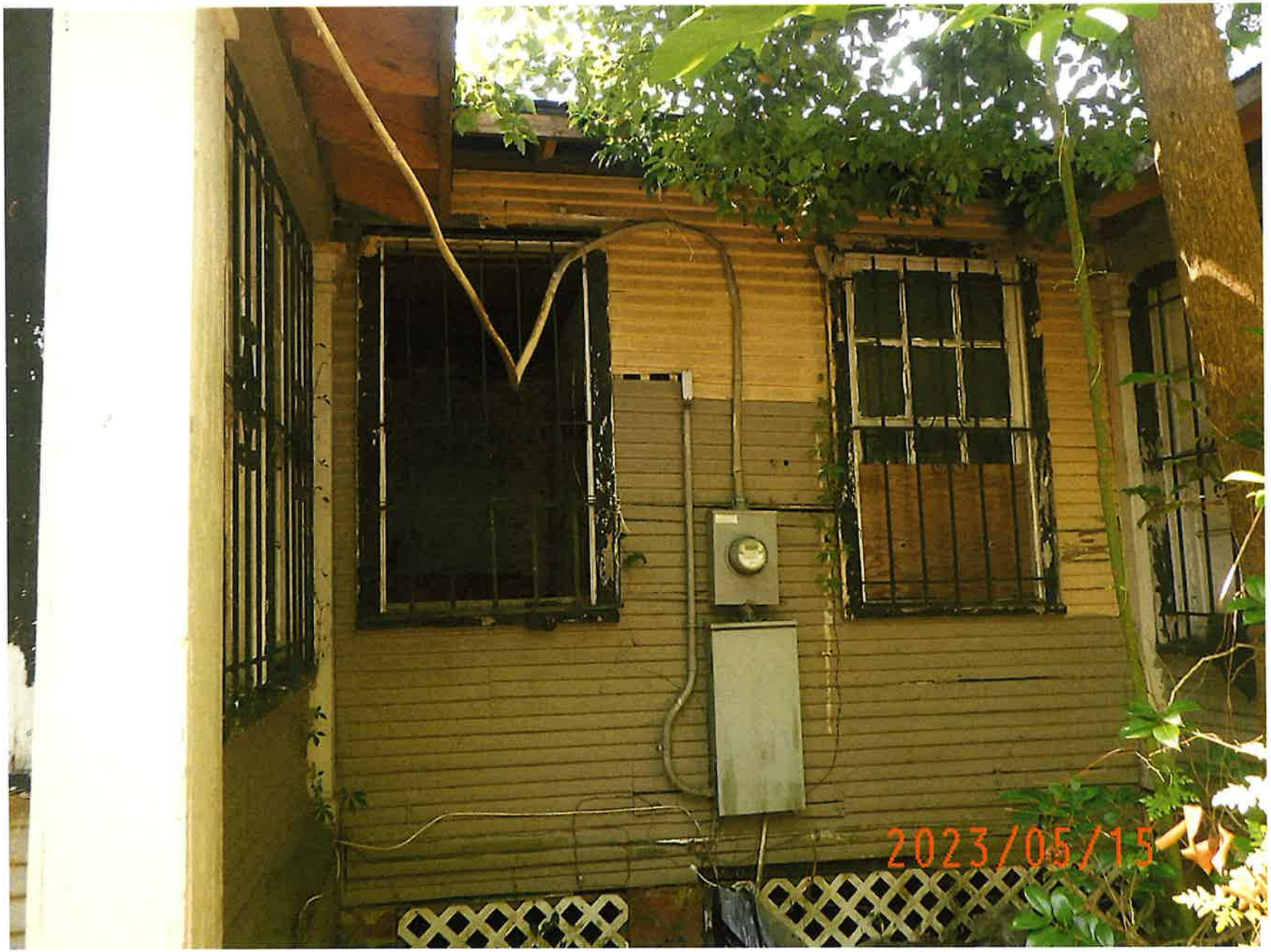
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NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTO / DW**



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NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTO / DW**




2023/05/15

NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTO / DW**



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NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **406 MICHIGAN AVENUE** **AGENDA PHOTO / DW**



Affidavit of Mailed Notice

Date: May 23, 2023

State of Alabama
County of Mobile

Subject Property –406 Michigan Avenue

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

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

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 406 Michigan Avenue Date: November 8, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 2, 2022

Per the Title Report, the owner is: Yu Chen

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Yu Chen 7331 Willow Ponte Dr N Mobile AL 36695-4493	Owner Phone number 251-478-8842 Phone number 251-689-6598
2	Owner 406 Michigan Ave Mobile AL 36604-1922	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

5/23/2023

Renewal Date of Contract:

5/23/2023

Funding Source

Project # 1251 State Street - ME-157-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition -1251 State Street	Cover Memo	5/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/18/2023 - 11:54 AM
City Clerk	Gauthier, Lana	Approved	5/18/2023 -

RESOLUTION

Sponsored by: Council Member William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1251 State Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1251 State Street** described as:

COMG AT A PT ON TH S/S OF STATE ST 161 FT ELY FR TH SE COR OF STATE & ANN ST RUNG TH SLY & PAR WITH ANN ST OR NEARLY SO 68.83 FT TO A PT TH ELY & PAR WITH STATE ST OR NEARLY SO 52.42 FT TO A PT TH NLY & PAR WITH ANN ST OR NEARLY SO 63.5 FT TO A PT ON THE S/S OF STATE ST TH WLY ALG TH S/S OF STATE ST 52.33 FT TO THE POB BEING PT LOT 11 BLK 7 CAMP GROUND TRT MBK 1 P 12 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 07 42 0 001 448

Last Assessed to: HOMES R US, LLC

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 23, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 23, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1251 STATE STREET** OWNED BY OR MAY HAVE AN INTEREST: **HOMES R US, LLC,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 07 42 0 001 448
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1251 STATE ST

Property Details

PARCEL KEYX	00749854	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	~~N~~ Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	~~N~~ Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-07	COMMENTS	

Property Score

SCORE ~~8~~ 64

SCORE DISCRIPTION ~~Stabilize~~ REVIEW

Notes

BURN

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9/12/22

Voted 5-0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

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

Property Address: 1251 State Street **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Homes R US, LLC
C/O Delton Debose
2751 Halls Mill Road
Mobile, Alabama 36605

March 29, 2023

RE: **1251 State Street**
Project Number: ME-157-22

Dear Delton Debose:

On January 25, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1251 State Street.

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

LOT 117 RICHLAND PL MBK 4 P 133 #SEC 42 T4S R1W #M29 07 42 0 011
COMG AT A PT ON TH S/S OF STATE ST 161 FT ELY FR TH SE COR OF STATE & ANN ST RUNG TH SLY & PAR WITH ANN ST OR NEARLY SO 68.83 FT TO A PT TH ELY & PAR WITH STATE ST OR NEARLY SO 52.42 FT TO A PT TH NLY & PAR WITH ANN ST OR NEARLY SO 63.5 FT TO A PT ON THE S/S OF STATE ST TH WLY ALG TH S/S OF STATE ST 52.33 FT TO THE POB BEING PT LOT 11 BLK 7 CAMP GROUND TRT MBK 1 P 12 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 190

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 18, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 18, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 18, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 18, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 28, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama,** in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1251 STATE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1251 STATE STREET** **AGENDA PHOTO / DW**




2023/05/15

NUISANCE ABATEMENT **1251 STATE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1251 STATE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1251 STATE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1251 STATE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1251 STATE STREET** **AGENDA PHOTO / DW**




2023/05/15

NUISANCE ABATEMENT **1251 STATE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1251 STATE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1251 STATE STREET** **AGENDA PHOTO / DW**




2023/05/15

NUISANCE ABATEMENT **1251 STATE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1251 STATE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1251 STATE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1251 STATE STREET** **AGENDA PHOTO / DW**




2023/05/15

NUISANCE ABATEMENT **1251 STATE STREET** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1251 STATE STREET** **AGENDA PHOTO / DW**



Affidavit of Mailed Notice

Date: May 23, 2023

State of Alabama
County of Mobile

Subject Property –1251 State Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **1251 State Street** Date: December 9, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 2, 2022

Per the Title Report, the owner is: Combo Properties II, LLC

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Combo Properties II, LLC c/o Gus B Thames Jr 4112 Woodhill Dr Mobile AL 36608	Owner Phone number 251-433-3961 Phone number 251-342-0752
2	Combo Properties II, LLC PO Box 1927 Mobile AL 36601	Secondary Address
3	Combo Properties II, LLC 1251 State St Mobile AL 36603-5673	Subject Address
4	Robert M Galloway 255 McGregor Ave S Mobile AL 36608-2341	Organizer of Combo Properties II, LLC Phone number 251-610-4635

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: None

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - C J Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

5/23/2023

Renewal Date of Contract:

5/23/2023

Funding Source

Project # 1324 Windsor Avenue - ME-018-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1353 Windsor Avenue	Cover Memo	5/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/18/2023 - 11:53 AM
City Clerk	Gauthier, Lana	Approved	5/18/2023 -

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 **1353 Windsor Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1353 Windsor Avenue** described as:

LOT 10 BLK 4 BROOKLEY HGTS 1ST SECTOR MBK 3/677 #SEC 37 TSS R1W #MP32 02 37 0 001

Parcel Number: 32 02 17 0 001 115

Last Assessed to: JAZZMINE ROSHENE SALTER

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 23, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 23, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1353 WINDSOR AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **JAZZMINE ROSHENE SALTER,** 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 02 17 0 001 115
COUNCIL DISTRICT 3 – C J SMALL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1353 WINDSOR AVENUE

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

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	01/25/2023	Comments	

Property Score			
Score	90	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-25-23

NUISANCE ABATEMENT INSPECTION CHECKLIST

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

Property Address: 1353 Windsor Avenue **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.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [ ] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [X] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Jazzmine Roshene Salter
2258 Van Liew Road E
Mobile, Alabama 36605-2227

March 29, 2023

RE: **1353 Windsor Avenue**
Project Number: ME-018-23

Dear Jazzmine Roshene Salter:

On March 2, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1353 Windsor Avenue.

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

LOT 10 BLK 4 BROOKLEY HGTS 1ST SECTOR MBK 3/677 #SEC 37 TSS R1W #MP32 02 37 0 001

Parcel Number: 32 02 17 0 001 115

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

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

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

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1353 WINDSOR AVENUE** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1353 WINDSOR AVENUE** **AGENDA PHOTO / DW**




2023/05/15

NUISANCE ABATEMENT **1353 WINDSOR AVENUE** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1353 WINDSOR AVENUE** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1353 WINDSOR AVENUE** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1353 WINDSOR AVENUE** **AGENDA PHOTO / DW**



Affidavit of Mailed Notice

Date: May 23, 2023

State of Alabama
County of Mobile

Subject Property –1353 Windsor Avenue

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

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

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **1353 Windsor Avenue** Date: February 23, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 6, 2023

Per the Title Report, the owner is: Jazzmine Roshene Salter

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Jazzmine Roshene Salter 2258 Van Liew Rd E Mobile AL 36605-4206	Owner Phone number 251-604-2592
2	Owner 1353 Windsor Ave Mobile AL 36605-2227	Subject Address
3	Robert Selman 252 Ridgewood Dr Daphne AL 36526-7910	Payee of taxes from 2018 thru 2022 Phone number 251-455-4415 Phone number 251-648-8370

TAX STATUS: 2022 Taxes are current

Parties with recorded liens per Title Report: None

Open Mortgages

4	J. E. Hamlin, LLC 14200 South Blvd Silverhill AL 36576	VLD unrecorded and dated 8/1/2019 per Mobile County Revenue Commission Phone number 251-945-5151 – Barbara Hamlin - Wife of J. E Hamlin listed as Mortgage Holder on VLD. Record is unrecorded.

Lis Pendens: None

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - 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:

5/23/2023

Renewal Date of Contract:

5/23/2023

Funding Source

Project # 7630 Avenue C - ME-185-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 7630 Avenue C - Demolition	Cover Memo	5/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/18/2023 - 11:48 AM
City Clerk	Gauthier, Lana	Approved	5/18/2023 -

RESOLUTION

Sponsored by: Councilmember Gena 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 **7630 Avenue C** 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 **7630 Avenue C** described as:

LOT 12, 13, 14, 15, , 16, & 17 BLK 17 WEST MOBILE TERRACE DBK 156/570 #SEC 18 T4S R2W #MP28 04 18 3 001

Parcel Number: 28 04 18 3 001 040

Last Assessed to: LUCAS VALLEROY

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 23, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 23, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **7630 AVENUE C** OWNED BY OR MAY HAVE AN INTEREST: **LUCAS VALLEROY,** 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 3 001 040
COUNCIL DISTRICT 7 – GENA GREGORY
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - 5

Property Address

7630 Avenue C

Property Details			
Parcel Key		Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	C		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	10-26-22	Comments	

Property Score			
Score	77	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 10/27/22

Motion 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

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

Property Address: 7630 Avenue C **District No:** 7

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [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

Lucas Valleroy
8455 Wards Lane
Semmes, Alabama 36575-5345

March 29, 2023

RE: **7630 Avenue C**
Project Number: ME-185-22

Dear Lucas Valleroy:

On March 2, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 7630 Avenue C.

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

LOT 12, 13, 14, 15, , 16, & 17 BLK 17 WEST MOBILE TERRACE DBK 156/570 #SEC 18 T4S R2W #MP28 04 18 3 001

Parcel Number: 28 04 18 3 001 040

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

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

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

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **7630 AVENUE C** **AGENDA PHOTO / DW**



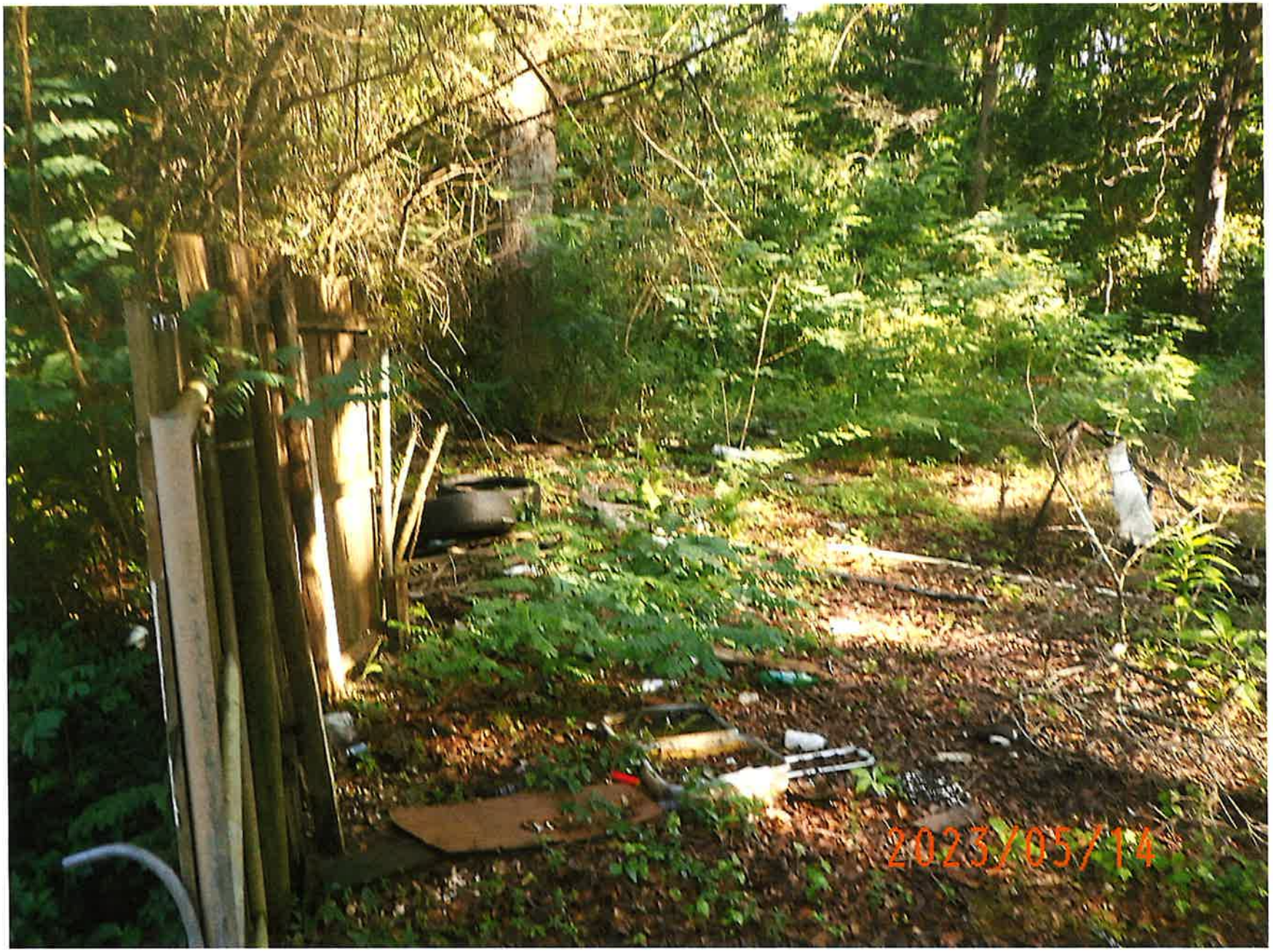
NUISANCE ABATEMENT **7630 AVENUE C** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **7630 AVENUE C** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **7630 AVENUE C** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **7630 AVENUE C** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **7630 AVENUE C** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **7630 AVENUE C** **AGENDA PHOTO / DW**



Affidavit of Mailed Notice

Date: May 23, 2023

State of Alabama
County of Mobile

Subject Property –7630 Avenue C

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 7630 Avenue C Date: December 28, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 14, 2022

Per the Title Report, the owner is: Lucas Valleroy

NOTES: Lucas Valleroy name is misspelled in the deed. Also, his boss stated he was in jail until December 14, 2022.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Lucas Valleroy 8455 Wards Ln Semmes AL 36575-5345	Owner per vendors lien deed dated 5/4/2022 instrument number 2022034503 Phone number 281-620-6338
2	Lucas Valleroy 7630 Avenue C Mobile AL 36608-4772	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages

Thames, Jackson, Harris Co., inc. 2496 Government Blvd Mobile AL 36606	Vendors lien deed dated 5/4/2022 instrument number 2022034503 Phone number 251-433-3961

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - Gina Gregory - District 7

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

Amount of Contract:
N/A

Effective Date of Contract:
5/23/2023

Renewal Date of Contract:
5/23/2023

Funding Source

Project # 2781 Graham Road - ME-190-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2781 Graham Road	Cover Memo	5/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/18/2023 - 11:54 AM
City Clerk	Gauthier, Lana	Approved	5/18/2023 -

RESOLUTION

Sponsored by: Councilmember Gena 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 **2781 Graham Road** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2781 Graham Road** described as:

LOT 2 ANNETTE'S ACRES SUBD MBK 66 PG 125 #SEC 32 T3S R2W #MP23 09 32 2 000

Parcel Number: 23 09 32 2 000 001.001

Last Assessed to: SHERRIE A COLE

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/secured*** 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 23, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 23, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2781 GRAHAM ROAD** OWNED BY OR MAY HAVE AN INTEREST: **SHERRIE A COLE,** 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: 23 09 32 2 000 001.001
COUNCIL DISTRICT 7 – GENA GREGORY
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

2781 Graham Road

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	N Y
Bldg Open To Public	Y	Wall Compromised	N Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	10-26-22	Comments	

Property Score			
Score	57	Score Description	Blight Review

Note: There are about five dilapidated accessory structures at the rear of properties.

REVIEW COMMITTEE

SECURE ☒

DEMOLITION ☒

APPROVAL DATE 11/9/22

Demolition of Accessory Structures

NUISANCE ABATEMENT INSPECTION CHECKLIST

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

Property Address: 2781 Graham Road **District No:** 7

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Sherrie A Cole
14433 Driskell Loop Road
Wilmer, Alabama 36697-8141

March 29, 2023

RE: **2781 Graham Road**
Project Number: ME-190-22

Dear Sherrie A Cole:

On March 2, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2781 Graham Road.

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

LOT 2 ANNETTE'S ACRES SUBD MBK 66 PG 125 #SEC 32 T3S R2W #MP23 09 32 2 000

Parcel Number: 23 09 32 2 000 001.001

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

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

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

☒ Repaired; or,
☒ Demolished

NOTE 1: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

NOTE 2: The large single family home (main structure) has to be repaired or demolished and/or properly secured, which includes all windows, doors and openings leading into or allowing water to access the structure. There are four accessory structures on the parcel that need to be repaired or demolished.

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT

2781 GRAHAM ROAD

AGENDA PHOTO / DW




2023/05/14

NUISANCE ABATEMENT **2781 GRAHAM ROAD** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **2781 GRAHAM ROAD** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **2781 GRAHAM ROAD** **AGENDA PHOTO / DW**




2023/05/14

NUISANCE ABATEMENT **2781 GRAHAM ROAD** **AGENDA PHOTO / DW**




2023/05/14

NUISANCE ABATEMENT **2781 GRAHAM ROAD** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **2781 GRAHAM ROAD** **AGENDA PHOTO / DW**




2023/05/14

NUISANCE ABATEMENT **2781 GRAHAM ROAD** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **2781 GRAHAM ROAD** **AGENDA PHOTO / DW**



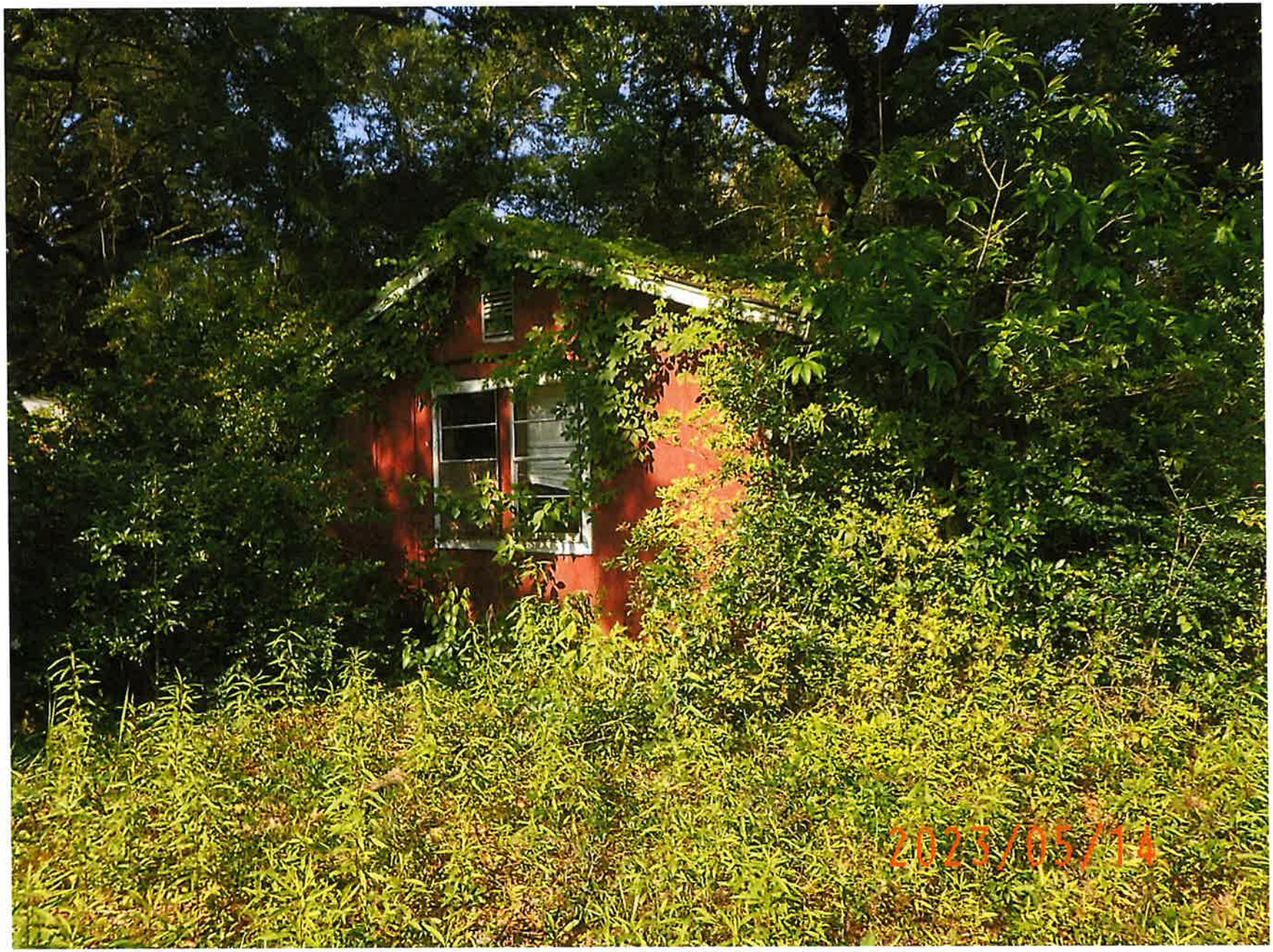
NUISANCE ABATEMENT **2781 GRAHAM ROAD** **AGENDA PHOTO / DW**



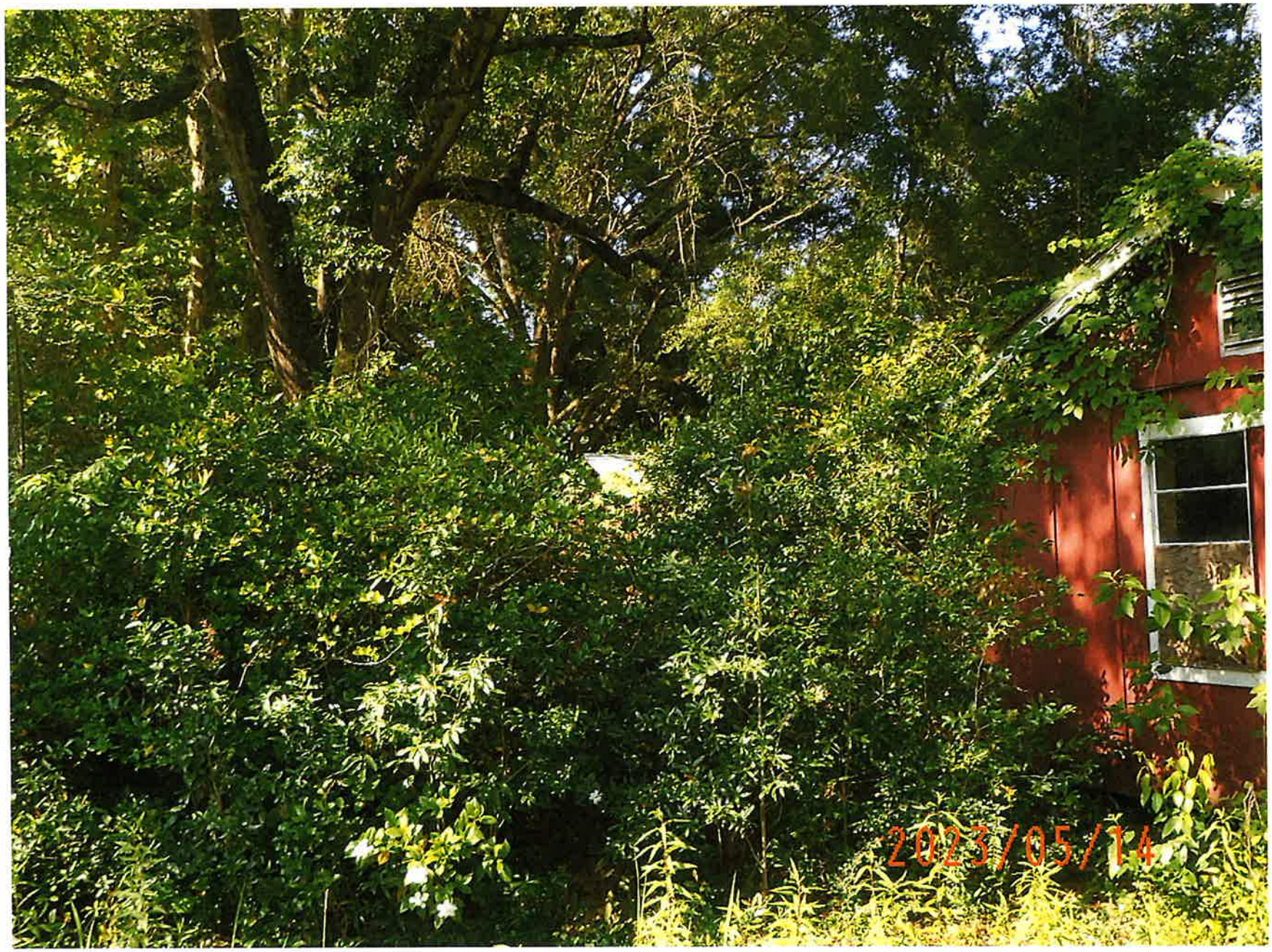
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NUISANCE ABATEMENT **2781 GRAHAM ROAD** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **2781 GRAHAM ROAD** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **2781 GRAHAM ROAD** **AGENDA PHOTO / DW**



Affidavit of Mailed Notice

Date: May 23, 2023

State of Alabama
County of Mobile

Subject Property –2781 Graham Road

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

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

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 2813 Graham Rd S Date: December 2, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 14, 2022

Per the Title Report, the owner is: Sherrie A Cole/Guardian AL Tax LLC

Notes: VLD issued by Theresa B Belcher DOD 2002(no month or day found) – Theresa had 3 children – Douglas K McLeod, Julia J McLeod and Robert D McLeod. Can't locate any of the heirs. VLD Had no release, but this property was sold in a tax sale to Guardian Tax AL LLC (Tax Deed)

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Sherrie A Cole 14433 Driskell Loop Rd S Wilmer AL 36587-8141	Owner Phone number 251-510-0482

TAX STATUS: TAX DEED ISSUED 9/20/2022

2	Guardian Tax AL LLC 13575 Lynam Dr Omaha NE 68138	Tax Deed issued 9/20/2022 instrument number 2022061165 Phone number 402-502-5786

Parties with recorded liens per Title Report:

Weed Lien City of Mobile vs Guardian AL Tax LLC recorded 5/23/2022 Instrument number 2022036033

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	11 Cases
Council District 2	William Carroll	6 Cases
Council District 3	C J Small	1 Case
Council District 4	Ben Reynolds	2 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Sandy Stimpson	0 Cases
Council District 7	Gina Gregory	2 Cases

Purpose and Scope of Project:

Assess Cost for Repeat Weed Lien Group 60

Effective Date of Contract:

5/23/2023

Funding Source

Project # Repeat Weed Lien 60 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Repeat Weed Lien Group 60	Backup Material	5/18/2023
resolution	Cover Memo	5/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			5/18/2023 -

Enforcement Gauthier, Lana	Approved	11:56 AM

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, Program Coordinator

DATE: **May 18, 2023**

SUBJECT: **Repeat Weed Lien Invoices G-60**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **60.** Please place these on the City Council's Agenda for **May 23, 2023.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	REPEAT WEED LIEN							
	GROUP 60						Res. No.	
1/31/2023	1st REPEAT WEED LIEN LETTERS SENT						11-058	
5/23/2023	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST							
			Old	New	Initial	Times	Amount	CBD
Item		Dis	SRO/Case	Case #		cut within	Assessed	CBO
No.								
1	220 Abrams St	1	12158	23325	7/21/2020	3	$ 825.00	
2	458 Cedar Ave	2	29691	23360	7/20/2021	1	$ -	CBD
3	1201 Hercules St	2	14330	23327	7/21/2020	2	$ 375.00	
4	1107 Springhill Ave	2	28536	23328	1/4/2022	1	$ 761.58	
5	1511 Next St	1	30022	23329	10/19/2021	1	$ 275.00	
6	609 Summerville St	1	11607	23330	10/19/2021	1	$ 50.00	CBO
7	1416 Garland St	7	30483	23331	7/20/2021	1	$ 50.00	CBO
8	219 Rylands Lane	2	6072	23332	1/14/2020	2	$ 396.00	
9	374 Cohron St	1	11486	23333	7/21/2020	2	$ 483.00	
10	372 Cohron St	1	11487	23334	8/31/2021	1	$ 334.00	
11	727 Florida St Ext	1	29997	23335	8/31/2021	1	$ 50.00	CBO
12	2763 Gonzales Rd	3	22375	23336	8/31/2021	1	$ 759.75	
13	218 Rylands Lane	2	27157	23337	7/21/2020	2	$ 620.00	
14	5014 Perin Rd	4	15765	23338	2/8/2022	1	$ 282.00	
15	1550 Hillandale Dr	4	17932	23339	11/10/2020	2	$ 50.00	CBO
16	858 Kooiman St	1	17044	23340	3/2/2022	1	$ 331.00	
17	663 Florida St Ext	1	19364	23341	10/5/2021	1	$ 50.00	CBO
18	2308 Holland St	1	7919	23355	10/13/2020	2	$ 455.00	
19	3919 Moffett Ct	7	22540	23356	6/29/2021	1	$ 310.00	
20	520 Bizzell St	2	19377	23357	7/21/2020	2	$ 50.00	CBO
21	704 Rebecca Dr	1	4498	23358	6/16/2020	1	$ 627.06	
22	505 Donald St	1	19367	23359	6/16/2020	3	$ 1,062.19	
	Total						$ 8,196.58	

District total for this group	
1	11
2	6
3	1
4	2
5	0
6	0
7	2
	22

Numbers of lots cut	
1	8
2	4
3	1
4	1
5	0
6	0
7	1
	15

*CBO Cut By Owner
*CBC Cut By Contractor
*N/A Taken out by Inspector
*UDL Undeveloped Lot
*ADD Added in from other Groups
*Fka Formerly known as

Gary Tuck 5-18-23
Marchetta Jaute 5-18-23

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 18, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **60** Item # **1**

Lot Description: **COMG NW COR LOT 15 BLK 1 INGATE PLACE DBK 106 PG 86 RUN S ALG E/S EAST ST 92 FT TO BEG THEN E RIGHT ANGLE TO EAST ST 150 FT THEN S PAR TO EAST ST 46 FT THEN W RIGHT ANGLE TO EAST ST 150 FT THEN N ALG E/S EAST ST 46 FT TO BEG #SEC 18 T4S R1W #MP29 08 18 2 003 (29 08 18 2 003 090.XXX) 220 ABRAMS ST**

Nuisance Date: 1/31/2023

Date lot was cut: 5/12/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,204	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	300.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	50	$	7.00	$	350.00
		Total Project Cost:			$	825.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 18, 2023

Lot Owner: **AMISON JACQUELINE MATTHEWS & TOM**

Address: **1201 HERCULES ST**

City, State, Zip: **MOBILE, AL 36603**

Repeat Group Number: **60** Item # **3**

Lot Description: **N 67 FT OF LOT 10 BLK 5 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 411.XXX) 1201 HERCULES ST**

Nuisance Date: 1/31/2023

Date lot was cut: 5/12/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,349	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**375.00**

Sheila Dear
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 18, 2023

Lot Owner: **LOPER BENJAMIN E**
C/O MEEKS MICHALE L

Address: **3750 BAY TREE RD**

City, State, Zip: **LYNN HAVEN, FL 32444-5663**

Repeat Group Number: **60** Item # **4**

Lot Description: **COMG AT NW COR OF OAK & HALLETT STS TH RUN W 300 FT (S) TO POB TH CONT W 44.22 FT TH NLY 227 FT(S) TH E 38.53 FT TH N 225.1 FT TH ELY 54.08 FT TH S 100 FT TH SE 35 FT TH N 100 FT TH E 35 FT TH S 275 FT(S) TH W 126 FT TH S 227 FT(S) TO POB #SEC 40 T4S R1W #MP29 06 40 0 009 (29 06 40 0 009 083.009) 1111 SPRINGHILL AVE**

Nuisance Date: 1/31/2023

Date lot was cut: 5/12/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		29,326	$	0.0125	$	366.58
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	35	$	7.00	$	245.00
		Total Project Cost:			$	761.58

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 18, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **60** Item # **5**

Lot Description: **LOT 11 GULLEY SUB MBK 4/181 #SEC 44 T4S R1W #MP29 02 44 0 008 (29 02 44 0 008 432.XXX) 1511 NEXT ST**

Nuisance Date: 1/31/2023
Date lot was cut: 5/12/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,933	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

Shelia Dean
SECRETARY
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 18, 2023

Lot Owner: **ACCOMMODATION FOR YOUR LLC**

C/O ACCOMMODATION FOR YOU LLC

Address: **212 AL JOHNSON RD**

City, State, Zip: **ALBERTA, AL 36720-3251**

Repeat Group Number: **60** Item # **6**

Lot Description: **LOT 5, 1ST UNIT SUMMERLAND HEIGHTS MBK 6 P 429 #SEC 42 T4S R1W #MP29 07 42 0 002 (29 07 42 0 002 109.XXX) 619 SUMMERVILLE S**

Nuisance Date: 1/31/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,931	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

Marchetta Towle
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 18, 2023

Lot Owner: **NATIONAL ASSET INVESTMENTS LLC**

C/O MOHANA RAO KANITHI

Address: **12929 TERRACE SPRINGS DR**

City, State, Zip: **TEMPLE TERRACE, FL 33637-3005**

Repeat Group Number: **60** Item # **7**

Lot Description: **LOT 7 BLK B DRUID HOMES MBK 6 P 538 #SEC 10 T4S R2W #MP28 02 10 1 002 (28 02 10 1 002 063.XXX) 1416 GARLAND ST**

Nuisance Date: 1/31/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,412	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 18, 2023

Lot Owner: **ROBERTS MILDRED MCALEER**

Address: **119 SCARBOROUGH RD**

City, State, Zip: **CENTERVILLE, GA 31028**

Repeat Group Number: **60** Item # **8**

Lot Description: **LOT 26 BLK 4 LEXINGTON HGTS DBK 70/126 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 121.XXX) 219 RYLANDS LN**

Nuisance Date: 1/31/2023

Date lot was cut: 5/12/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,453	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	3	$	7.00	$	**21.00**
		Total Project Cost:			$	**396.00**

Sheila Dear
SECRETARY

Marchetta Tuyle
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 18, 2023

Lot Owner: **JBK REALTY LLC**

Address: **7240 RETTA MANSFIELD RD**

City, State, Zip: **MANSFIELD, TX 76063-4702**

Repeat Group Number: **60** Item # **9**

Lot Description: **LOTS 12 BLK E MECHEM & STEINS RESUB STEINS ADD TO CRICHTON DBK 153 P 530 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 343.001) 374 COHRON ST**

Nuisance Date: 1/31/2023

Date lot was cut: 5/12/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,040	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	15	$	7.00	$	105.00
		Total Project Cost:			$	483.00

Shelia Dean
CLERK

Maschetta Jack
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 18, 2023

Lot Owner: **POWE SHARON L**

Address: **1913 DICKERSON ST**

City, State, Zip: **MOBILE, AL 36610**

Repeat Group Number: **60** Item # **10**

Lot Description: **LOT 13 BLK E MECHEM & STEINS RESUB OF STEINS ADD TO CRICHTON DBK 153/530 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 343.XXX) 372 COHRON ST**

Nuisance Date: 1/31/2023

Date lot was cut: 5/12/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,067	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	8	$	7.00	$	56.00
		Total Project Cost:			$	334.00

Shelica Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 18, 2023

Lot Owner: **HARMON CHARLES ANN**

C/O TULANI JACKSON

Address: **2412 6TH PL NW**

City, State, Zip: **CENTER POINT, AL 35215-2222**

Repeat Group Number: **60** Item # **11**

Lot Description: **LOT 40 CECELIA COURT 2ND ADD MBK 8 P 93 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 187.XXX) 727 FLORIDA STREET EXT**

Nuisance Date: 1/31/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,350	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 18, 2023

Lot Owner: **GUNTER JIMMIE F SR**

Address: **2763 GONZALES RD**

City, State, Zip: **MOBILE, AL 36605-4349**

Repeat Group Number: **60** Item # **12**

Lot Description: **FROM NE INT OF FAIRFIELD RD & CLUB HOUSE RD RUN N 00 DEG 13 MIN 30 SEC E ALG E/L OF FAIRFIELD RD 300 FT TO A PT TH S 89 DEG 45 MIN E & PAR TO CLUB HOUSE RD 285 FT TO POB OF PPTY HEREIN DESC TH N 00 DEG 13 MIN 30 SEC E & PAR TO FAIRFIELD RD 150 FT TO A PT TH S 89 DEG 45 MIN E & PAR TO CLUB HOUSE RD 180 FT TO A PT ON E/L OF BLK 1 OF FAIRFIELDS MBK 4 P 212 TH S 00 DEG 13 MIN 30 SEC W ALG E/L OF SD BLK 1 DIS 150 FT TO SE COR OF LOT 6 BLK 1 OF SD FAIRFIELD SUBDIV TH WLY ALG S/L OF SD LOT 6 BLK 1 OF FAIRFIELD 180 FT TO A PT #SEC 40 T5S R1W #MP32 08 40 0 004 (32 08 40 0 004 076.XXX) 2763 GONZALES RD**

Nuisance Date: 1/31/2023

Date lot was cut: 5/12/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft 26140		26,140	$	0.0125	$	326.75
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	40	$	7.00	$	280.00
		Total Project Cost:			$	759.75

Sheila Dean
SECRETARY

Marchetta Jones
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 18, 2023

Lot Owner: **BOGGAN SAMUEL JR**

Address: **6652 KINGS BRANCH DR N**

City, State, Zip: **MOBILE, AL 36618**

Repeat Group Number: **60** Item # **13**

Lot Description: **COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 157.XXX) 218 RYLANDS LN**

Nuisance Date: 1/31/2023

Date lot was cut: 5/12/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,259	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	35	$	7.00	$	245.00
		Total Project Cost:			$	620.00

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 18, 2023

Lot Owner: **FODE KEVIN M**

Address: **P. O. BOX 3751**

City, State, Zip: **TUALATIN, OR 97062**

Repeat Group Number: **60** Item # **14**

Lot Description: **LOT B GEESLIN S/D MBK 32 P 89 #SEC 03 T5S R2W #MP33 02 03 4 002 (33 02 03 4 002 053.XXX) 5014 PERIN RD**

Nuisance Date: 1/31/2023

Date lot was cut: 5/12/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,203	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Shelia Dean
SECRETARY

Marchetta Jant
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 18, 2023

Lot Owner: **ATCF II ALABAMA LLC**
TAX SERV CUSTODIAN

Address: **P. O. BOX 69239**

City, State, Zip: **BALTIMORE, MD 21264-9239**

Repeat Group Number: **60** Item # **15**

Lot Description: **LOT 30 BLK B 3RD ADD TO CRESTVIEW MBK 10 P 194 #SEC 11 T4S R2W #MP33 01 11 3 002 (33 01 11 3 002 083.XXX) 1550 HILLANDALE DR**

Nuisance Date: 1/31/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqf 14310		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 18, 2023

Lot Owner: **THOMPSON LEKEISHA**

Address: **P. O. BOX 480024**

City, State, Zip: **LINDEN, AL 36748-0024**

Repeat Group Number: **60** Item # **16**

Lot Description: **LOT 13 BLOCK 1 ST STEPHENS TERRACE DBK 156 PAGE 516 (29 02 44 0 023 047.XXX)**
858 KOOIMAN ST

Nuisance Date: 1/31/2023

Date lot was cut: 5/12/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,777	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	8	$	7.00	$	56.00
		Total Project Cost:			$	331.00

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 18, 2023

Lot Owner: **SIMS BERNARD**
C/O TONY WILLIAMS

Address: **2305 BETH DR**

City, State, Zip: **MOBILE, AL 36617-2652**

Repeat Group Number: **60** Item # **17**

Lot Description: **LOT 3 BARBARA DALE 1ST ADD MBK 8 P 322 #SEC 44 T4S R1W #MP29 02 44 0 029 (29 02 44 0 029 096.XXX) 663 FLORIDA STREET EXT**

Nuisance Date: 1/31/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,799	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 18, 2023

Lot Owner: **GILBERT KRISTAL**

Address: **1963 ALDER AVE**

City, State, Zip: **REEDSPORT, OR 97467**

Repeat Group Number: **60** Item # **18**

Lot Description: **LOT 16 BLK 1 SUMMERVILLE PL MBK 3 PG 632 #SEC 44 T4S R1W #MP29 02 44 0 029 (29 02 44 0 029 067.XXX) 2308 HOLLAND ST**

Nuisance Date: 1/31/2023

Date lot was cut: 5/12/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,171	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		15	$	3.00	$	**45.00**
Debris Removal	Cubic Yard	5	$	7.00	$	**35.00**
		Total Project Cost:			$	**455.00**

Shelia Deam
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 18, 2023

Lot Owner: **RABB DAVEY E JR**

Address: **6804 NORFOLK CT**

City, State, Zip: **MOBILE, AL 36608-4224**

Repeat Group Number: **60** Item # **19**

Lot Description: **LOT 26 MANN HGTS MBK 6 P 474 & PT OF LOT 27 OF SD SUB DESC AS FOLL BEG AT NW COR OF LOT 27 TH RUN SWLY ALG DIV LINE OF LOTS 26 & 27 AT A DIS OF 132.19 FT TO SW COR OF SD LOT 27 TH RUN NELY ALG S/L OF SD LOT 27 A DIS OF 35 FT TO A PT TH RUN NLY IN A STRAIGHT LINE TO POB #SEC 12 T4S R2W #MP28 01 12 4 000 (28 01 12 4 000 064.XXX) 3919 MOFFETT CT**

Nuisance Date: 1/31/2023

Date lot was cut: 5/12/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,806	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	310.00

Sheila Erwin Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 18, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **60** Item # **19**

Lot Description: **LOT 26 MANN HGTS MBK 6 P 474 & PT OF LOT 27 OF SD SUB DESC AS FOLL BEG AT NW COR OF LOT 27 TH RUN SWLY ALG DIV LINE OF LOTS 26 & 27 AT A DIS OF 132.19 FT TO SW COR OF SD LOT 27 TH RUN NELY ALG S/L OF SD LOT 27 A DIS OF 35 FT TO A PT TH RUN NLY IN A STRAIGHT LINE TO POB #SEC 12 T4S R2W #MP28 01 12 4 000 (28 01 12 4 000 064.XXX) 3919 MOFFETT CT**

Nuisance Date: 1/31/2023
Date lot was cut: 5/12/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,806	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	**35.00**
		Total Project Cost:			$	**310.00**

Sheila Dean
SECRETARY
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 18, 2023

Lot Owner: **PITT JOHN & MABEL PITTS**
C/O NAPOLEON PITTS

Address: **43 WALL ST**

City, State, Zip: **TRENTON, NJ 08609-1105**

Repeat Group Number: **60** Item # **20**

Lot Description: **LOTS 50 & 51 BOTH IN BLK 6 OF DIXIE PARK MBK 3 NS P 27 3 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 150.XXX) 520 BIZZELL AVE**

Nuisance Date: 1/31/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,738	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 15, 2023

Lot Owner: **WHITE RODERICK**

Address: **3361 W MILDRED ST**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **60** Item # **21**

Lot Description: **LOT 13 CECELIA CT 2ND ADD MBK 8 P 93 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 453.XXX) 704 REBECCA DR**

Nuisance Date: 1/31/2023

Date lot was cut: 5/12/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		10,165	$	0.0125	$	**127.06**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	50	$	7.00	$	**350.00**
		Total Project Cost:			$	**627.06**

Sheila Bean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 18, 2023

Lot Owner: **DOTCH NORMAN E**

Address: **505 DONALD ST**

City, State, Zip: **MOBILE, AL 36617-3306**

Repeat Group Number: **60** Item # **22**

Lot Description: **LOT 1 JOSEPH C DOTCHVILLE S/D MAP BOOK 126 PAGE 124 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 543.001) 505 DONALD ST**

Nuisance Date: 1/31/2023

Date lot was cut: 5/12/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		31,535	$	0.0125	$	**394.19**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	**300.00**
Per Spare Tire		1	$	3.00	$	**3.00**
Debris Removal	Cubic Yard	45	$	7.00	$	**315.00**
		Total Project Cost:			$	**1,062.19**

Shelica D Eaves
SECRETARY

Marchetta Jones
INSPECTOR

Tony Tran
SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 60** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Jeremy P. Lami, Fire Chief

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:

500.00

Funding Source

Project # **Discretionary Funds**

Project String 1100-1100-49320 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FFOM Documentation	Resolution Letter	5/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Fire Rescue	Gauthier, Lana	Approved	5/18/2023 - 11:58 AM

60- 2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

Fire Service Driver Jennifer A. Nelson (Emp #15371)

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:
Chief Paul Prine, MPD

Sponsored by:
Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	5/18/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/18/2023 - 11:13 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: Tuesday, May 23, 2023 (Date) Item No. _____

Submitted by: Mobile Police Department (Department) Paul O. Prine (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:
To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a $500 award.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $500.00

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

60- 2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee:

APRIL 2023: Officer Christopher Uptagrafft

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Officer Christopher Uptagrafft

Officer Uptagrafft's service to the First Precinct and Central Precinct during April is commendable. Officer Uptagrafft has been a notable example of the Department's "Standard of Excellence."

During the month of April Officer Uptagrafft wrote sixty-nine citations in our target hot spot area. Those stops led to the arrests of several wanted criminals. One case involved a suspect who refused to stop for Officer Uptagrafft which started a vehicle pursuit, the vehicle wrecked out and the suspect taken into custody. This suspect was wanted in connection with Domestic Violence Strangulation, Domestic Violence Assault, and Unauthorized use of a Vehicle. Officer Uptagrafft also located an altered firearm in the suspects possession. The suspect was arrested and charged with Possession of an Altered Firearm and Attempting to Elude; and additionally, now facing federal gun charges. Another case involved a traffic stop of a subject who was found to have warrants for his arrest. The subject gave Officer Uptagrafft a fictitious name and an incorrect date of birth, however Officer Uptagrafft determined that the subject was being deceitful and ascertained his true identity. During the arrest Officer Uptagrafft located several oxycodone pills on the subject. The suspect was charged with Obstruction of Justice Using a False Identity and Possession of Controlled Substance.

During April, Officer Uptagrafft demonstrated high professionalism conducting field interviews at crime scenes, and attempting to locate critical evidence and witnesses that would otherwise be lost or left the scene. Even with a manpower shortage, Officer Uptagrafft still found a way to perform pinnacle control of crime in his assigned area. Officer Uptagrafft had many other arrests including several domestic warrant arrests, drug arrests, traffic warrant arrests, while controlling the street traffic. In the First Precinct, Officer Uptagrafft responded to 116 calls for service and fifty-six backings; he made eleven felony arrests and thirty-one misdemeanor warrant arrests; and wrote sixty-nine citations. When Central Precinct was short-handed, Officer Uptagrafft assisted on his off time. At this location, Officer Uptagrafft responded to twenty-two calls for service, twenty-two backings, made five felony arrests, three misdemeanor warrant arrests, and wrote seventeen citations.

Therefore, on behalf of all the citizens of Mobile, we are pleased to award this CERTIFICATE OF RECOGNITION to Officer Christopher Uptagrafft as OFFICER OF THE MONTH for April 2023, with our sincere thanks.

C.J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Paul O. Prine
Chief of Police

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

SCOTT PROVINCE, DEPUTY COMPTROLLER

Sponsored by:

COUNCILMEMBER JOEL DAVES

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH RENOVATIONS AND CLEAN UP AT THE TRIANGLE IN THE CITY RIGHT OF WAY AT THE CORNER OF WIMBLEDON ROAD AND COUNTRY CLUB ROAD.

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-05/10041020-42080 **Discretionary Funds** DSC-05

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - COUNTRY CLUB ESTATES NEIGHBORHOOD ASSOCIATION, INC.	Cover Memo	5/18/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	5/18/2023 - 8:43 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Joel Daves*

WHEREAS, *Councilmember Daves wishes to appropriate **$1,000.00** to Country Club Estates Neighborhood Association, Inc., from her discretionary funds*; and

WHEREAS, *Country Club Estates Neighborhood Association, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Country Club Estates Neighborhood Association, Inc*., will be used to assist with renovations and clean up at the triangle in the City right of way at the corner of Wimbledon Road and Country Club Road,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to Country Club Estates Neighborhood Association, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

William S. Stimpson, Mayor
Gina Gregory, Council District 7

Purpose and Scope of Project:

This is for an engineering contract to develop traffic signal timing improvements for day-to-day operations around the USA Campus along University Blvd from Campus Quarters to Gaillard Dr and along Old Shell Rd from Cody Rd to University Blvd. The previously approved planning study (with this same firm) will develop the "special" timing plans for event operations.

Amount of Contract:

$58,060

Funding Source

Project # Traffic Signal Upgrades along University Blvd and along Old Shell Rd STPMB-4920(250) (G-STPM4920) **Discretionary Funds**

Project String 50015001.48020 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/11/2023
Contract	Backup Material	5/11/2023

REVIEWERS:

Department Reviewer	Action	Date
Traffic		5/11/2023 - 7:57

Engineering	Bergin, Marybeth	Approved	AM
Capital	Rhodes, Brenda	Rejected	5/11/2023 - 7:24 AM
Accounting	Daniels, Bettye	Approved	5/15/2023 - 2:19 PM
Legal	Kern, Chris	Approved	5/18/2023 - 9:08 AM
Legal	Kern, Chris	Approved	5/18/2023 - 9:08 AM
Mayors Office	Montgomery, Brandi	Approved	5/18/2023 - 2:36 PM

R E S O L U T I O N

Sponsored by: William S. Stimpson, Mayor
Gina Gregory, Council District 7

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, by and between the City of Mobile, and the company listed below; for the engineering services associated with the Traffic Signal Upgrades along University Boulevard from Campus Quarters to Gailliard Drive and along Old Shell Road from Cody Road to University Boulevard STPMB-4920(250), as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Kimley-Horn and Associates, Inc.
Project Name:	Traffic Signal Upgrades along University Blvd & Old Shell Rd
Project No.:	2022-2060-07
Amount:	$58,060.00

Adopted:

_____

City Clerk

TRAFFIC SIGNAL UPGRADES ALONG UNIVERSITY BLVD FROM CAMPUS QUARTERS TO GAILLARD DR AND ALONG OLD SHELL RD FROM CODY RD TO UNIVERSITY BLVD

PROJECT NO. 2022-2060-07

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **KIMLEY-HORN AND ASSOCIATES, INC.** (hereinafter called the "ENGINEER").

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

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

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

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

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.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **Kimley-Horn and Associates, Inc.**

NOTICE TO PROCEED - A written notice to proceed issued by the TRAFFIC ENGINEER as set out in Section III.

PROJECT – Traffic Signal Upgrades along University Blvd from Campus Quarters to Gaillard Dr and along Old Shell Rd from Cody Rd to University Blvd STPMB-4920(250), City of Mobile Project No. 2022-2060-07. This is for transportation engineering services for traffic signal timing plans development, implementation, and fine-tuning services within the project limits. **The professional engineering services includes the completion of the PROJECT as directed by the TRAFFIC ENGINEER.**

PROJECT ENGNEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

TRAFFIC ENGINEER - That person designated by the CITY as TRAFFIC ENGINEER or his appointed assistant.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the TRAFFIC ENGINEER, all qualifications of all engineers, technical staff, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the TRAFFIC ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the TRAFFIC ENGINEER, of any of ENGINEER'S technical staff, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Tasks:

1. Data Collection and Existing Conditions
2. Signal Timing Plan Development
3. Signal Timing Plan Fine Tuning

A detailed scope for each phase of work is included as Exhibit B.

The CITY will review submittals made during the PROJECT. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided electronic files for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic files in a format compatible with software presently in use by the CITY. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all

finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and ENGINEER each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract privileges or the license or any of the rights or granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

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

V. BASIS OF PAYMENT

Overhead shall be limited to the actual audited overhead rates. Salary increases shall be limited to a maximum of five (5) percent per year. Profit will be maintained at ten (10) percent of these costs. When the CITY requires the ENGINEER to stay overnight at a project, the ENGINEER will be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) will be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed $100.00, will be paid as direct cost plus ten (10) percent. Purchases over $100.00 will require written authorization from the CITY.

For performance by the ENGINEER of the services provided for in this CONTRACT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the ENGINEER in connection with this CONTRACT, and subject to conformity with all provisions of this CONTRACT, the CITY will pay the ENGINEER as follows:

A. The total compensation to the CONSULTANT for services provided for when performed under this AGREEMENT will be as follows:

1. Direct Salary and Wages – Actual salary and wages paid personnel while actually engaged in the performance of the work.

2. Expenses – Actual CITY approved expenses associated with direct actual cost paid by the ENGINEER not included in the overhead rates, applicable to services provided under this CONTRACT. Subsistence for personnel engaged for assignments under this CONTRACT at rates payable under State Law. Vehicle mileage for work related mileage at the prevailing Federal mileage rate as approved by the General Services Administration. Other direct cost is allowed at cost plus a ten (10) percent profit, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.

3. For work performed out of the ENGINEER'S home or branch office, the ENGINEER'S home office overhead and labor additive rate of 194.38 percent (for Fiscal Year Ending 12-31-2021) shall be applied to direct salary and wages. Home office Facilities Capital Cost of Money (FCCM) rate is 0.16 percent (for Fiscal Year Ending 12-31-2021) of the direct labor and no profit shall be allowed on the said item. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. This rate shall be fixed for the life of the CONTRACT unless revised by Supplemental Agreement.

4. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.

5. Any paid overtime shall require prior authorization from the TRAFFIC ENGINEER. Billable overtime is all time worked over Forty Hours each week or holidays observed by the ENGINEER. The hourly overtime rate will be 1.5 times the billable rate. Hours worked on holidays observed in the CITY on the work that is being performed by the ENGINEER will be billable at an hourly rate of 2 times the regular billing rate.

6. The maximum amount payable to the ENGINEER for work provided for under this CONTRACT shall not exceed Fifty-Eight Thousand Sixty and no/100 Dollars ($58,060.00).

B. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to CITY for such failure.

C. Certified payroll reports for the personnel actively engaged on work included in this CONTRACT will be furnished with each payment request.

D. Payments to the ENGINEER shall be made not more than monthly. Payment shall be subject to the submission by the ENGINEER of such vouchers or invoices, daily progress reports and such evidence of performance that the CITY may deem necessary. The original invoice shall be submitted by the ENGINEER to the CITY for review and payment.

E. The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the CITY of all claims and of any liability of the CITY to the ENGINEER, its representatives and/or assigns for all things done, furnished, or relating to the services rendered by the ENIGNEER under, or in connection with this CONTRACT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY.

F. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER 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 ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER 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 ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER 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 ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

B. INSURANCE – For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.
2. 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.

3. 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 ENGINEER.

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.

4. 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.

5. 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.

C. 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 for Workers' Compensation Insurance and Professional Liability Insurance (PLI), 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.

VII. E-VERIFY

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

VIII. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER 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.

IX. ANTI-DISCRIMINATION CLAUSE

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

X. 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.

XI. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. 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:_____

KIMLEY-HORN AND ASSOCIATES, INC.

By:_____

Print: Christopher D. Rhodes, P.E.

Its: Vice President

Address: 11 North Water Street
RSA Battle House Tower, Suite 9290
Mobile, AL 36602

Telephone: 251-263-8350

STATE OF ALABAMA
CITY OF MOBILE

I, _____, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of Kimley-Horn and Associates, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the _____ day of _____, 20___.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A:

PROJECT LOCATION

City of Mobile Congestion Management Project

Project Area Map

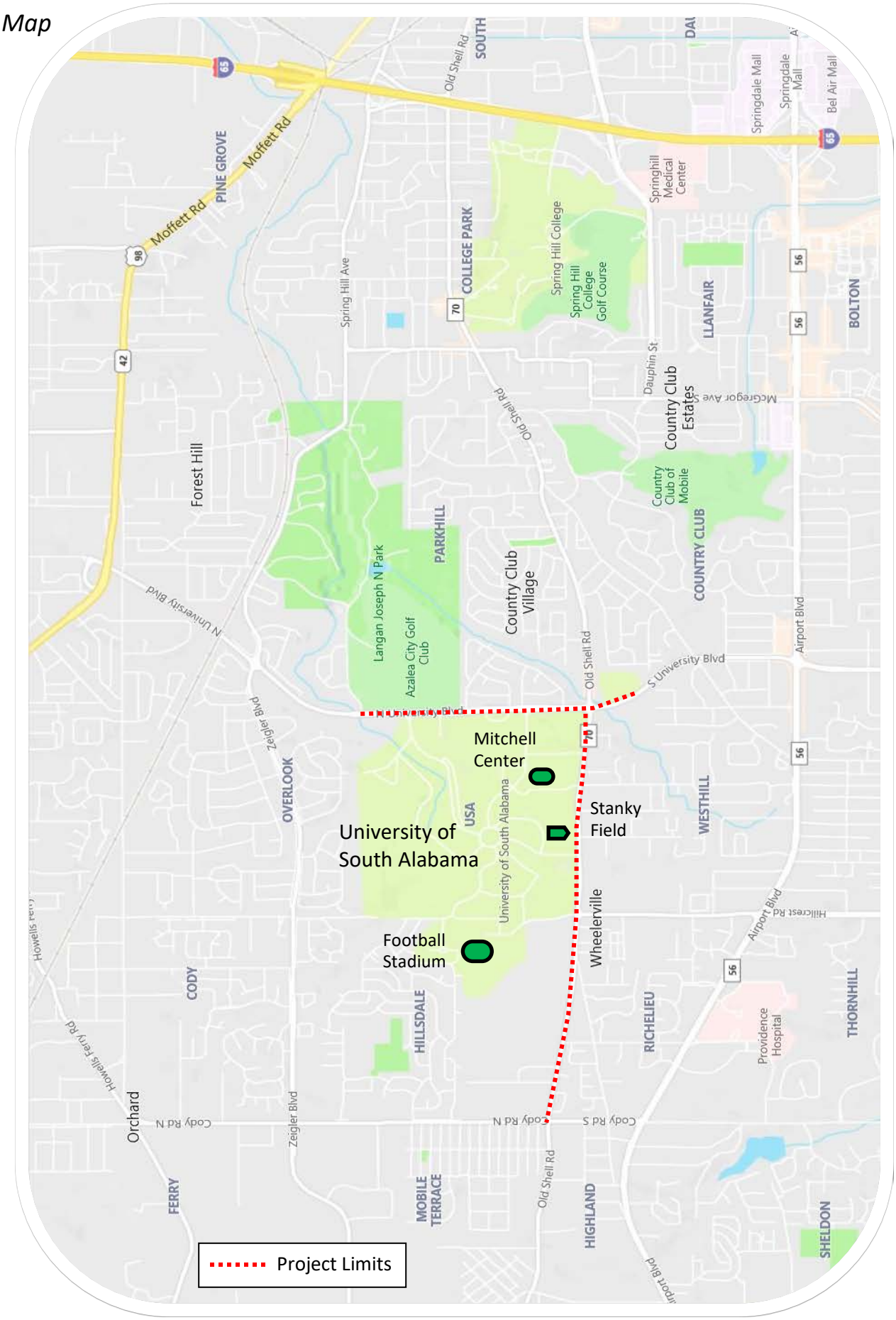


EXHIBIT B:

DETAILED SCOPE OF SERVICES

Kimley»Horn

April 3, 2023

Mary Beth Bergin, PE
City of Mobile
852 Gayle Street
Mobile, AL 36604

Kimley-Horn and Associates, Inc. is pleased to submit this scope of services for providing traffic signal timing plan development, implementation, and fine-tuning services for the University and Old Shell Congestion Management Process (CMP).

Scope of Services

The purpose of these services is to provide an analysis and update to the traffic signal timings for 12 signalized intersections within the study network. The intent of this scope is to provide updated traffic signal timings for standard weekdays and weekends. The project limits will consist of the following signalized intersections:

1. Old Shell Road at Cody Road
2. Old Shell Road at John Counts Drive/Foreman Road
3. Old Shell Road at Stadium Drive/Hillcrest Road
4. Old Shell Road at Jaguar Boulevard
5. Old Shell Road at Mitchell Center Drive
6. Old Shell Road at Student Services Drive
7. University Boulevard at Campus Quarters
8. University Boulevard at Old Shell Road
9. University Boulevard at USA S Drive
10. University Boulevard at Williams and Mary St
11. University Boulevard at USA N Drive
12. University Boulevard at Gaillard Drive

It is understood that the City will handle equipment for the CMP project. This includes the deployment of Econolite Cobalt controllers and communications to the traffic signal cabinets so the signals can be integrated into ALDOT's *Centracs* central software.

Project Management

This task will consist of general management, administrative, and accounting activities for the project. It will further comprise up to two (2) project meetings. The first meeting will serve as a kick-off meeting to discuss the following:

- Review scope
- Existing signal timing (cycle lengths, phasing sequencing, etc.)
- Analysis techniques
- Traffic signal equipment, system capabilities, pedestrian requirements (if any), and physical limitations
- Location of traffic counts
- Citizen-perceived problems
- Agency-perceived problems

- Format of timing plans
- Project schedule review

A second meeting via conference call will occur for review of the timing plans prior to field implementation. Kimley-Horn staff will prepare for, facilitate, and document each meeting.

Task A: Data Collection and Existing Conditions

This task will encompass the collection of traffic counts, intersection geometry, and signal timing settings necessary for this project. It will also comprise the observation of existing field conditions. Traffic counts will be collected by our subconsultant and are anticipated to consist of the following:

- 7-day 24-hour bidirectional machine counts (2 location)
- Weekday (Tuesday-Thursday) AM (2 hours), Midday (2 hours), and PM peak (2 hours) counts at each of the aforementioned intersections (12 locations)
- Weekend Saturday Midday (2 hours) counts at 12 intersections (non-event day)

Kimley-Horn will supplement with historical count data collected by ALDOT.

Kimley-Horn will perform field observations for all intersections during the peak period. We will observe traffic patterns, note existing signal phasing, and measure grades and clearance distances.

Task B: Signal Timing Plan Development

This task will include the following:

- Building the existing conditions Synchro model
- Calculation of updated vehicular clearances intervals
- Time of day schedule development
- Determination of coordination zones
- Determination of optimal cycle lengths
- Split and offset analysis for progression
- Coding sheet development and/or preparation of signal database files

It is anticipated that there will be up to 4 timing plans per signal (AM Peak, Midday Peak, PM Peak, Off-Peak) for weekdays and up to 2 plans per signal on the weekends (Weekend Peak, Weekend Off-Peak). It is anticipated that time-of-day schedules may alter on weekdays due to University of South Alabama class schedules.

Proposed clearance intervals, cycle length selections, and time of day plans will be confirmed with the City of Mobile prior to implementation.

Kimley-Horn will prepare a report summarizing existing conditions, updated timings, and a before-after comparison of travel time and delay (utilizing ALDOT's Clear Guide system). This report will also provide recommendations to further improve operations of the corridor (such as Flashing Yellow Arrows installation or installation/lengthening of turn-lanes).

Upon approval of the timing parameters and finalization of the timing plans, coding sheets will be submitted to the City of Mobile for implementation into the controllers. If controllers are upgraded by the City of Mobile prior to implementation, Kimley-Horn will build the proposed signal timings into new databases.

Task C: Signal Timing Plan Fine Tuning

This task consists of one (1) round of implementation for updated signal timings. The implementation will consist of up to two (2) Kimley-Horn staff. Kimley-Horn will partner with the City of Mobile on the process of updating the database files in each of the traffic signal controllers.

Kimley-Horn will conduct field observations of each signalized intersection and progression of the corridor. Using time-space diagrams and engineering judgement, the coordinated timings will be verified as to effectiveness and fine-tuned as necessary. Progression, as well as split times, time-of-day schedules, or other settings will be adjusted based on this observation. Kimley-Horn staff will drive the project corridors multiple times during each peak period on multiple days. During fine tuning, any immediate adjustments recognized will be made that day in the field, and these adjustments will be communicated to the City of Mobile at the completion of the implementation.

Up to one (1) day of implementation and six (6) days of fine tuning will be performed in order to observe and adjust weekday and weekend timing plans. It is assumed that field work will occur Monday-Saturday.

Services Not Included
Any other services, including but not limited to the following, are not included in this Agreement:

- Traffic signal designs/modifications
- Adaptive signal systems
- Seasonal traffic signal timings
- Traffic responsive
- Special event signal timings
- Equipment installation
- Intelligent Transportation Systems (ITS) Design

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Fee and Expenses

Kimley-Horn will perform the services in Tasks A - C on a labor fee plus expense basis with the maximum labor fee shown below (see attached man-day estimate).

Maximum Labor Fee **$58,060**

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client.

Labor fee will be billed on an hourly basis according to attached man-day estimate. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will also be billed according to the attached man-day estimate. All permitting, application, and similar project fees will be paid directly by the Client.

EXHIBIT C:

DETAILED MAN-DAY ESTIMATE

Project No.	STPMB-4920(250)
County	Mobile
Description	University Old Shell CMP
Scope of Work	Retiming/implementing of 12 signals
Project Length	Miles
Consultant	Kimley-Horn

GRAND TOTAL OF FEE PROPOSAL

Corridor Study	$58,060
Field Surveys	$0
Preliminary Roadway Plans	$0
Preliminary Bridge Plans	$0
Right-of-Way Map, Tract Sketches and Deeds	$0
Roadway Plans	$0
Bridge Plans	$0
GRAND TOTAL FEE	**$58,060**

Combined overhead rate (%) >>>>>>>>>>>>>>>	194.38
Facilities Capital Cost of Money (if used) >>>>>>	0.16

LABOR RATES

Classification	Daily Rate
Project Manager	$512.56
Sr Engineer	$512.56
Engineer II	$452.00
Engineer I	$311.68
Engineering Technician/CADD	
QA/QC	$538.56

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Elizabeth Johnson

Signed

4/3/2023

Date

Project Manager

Position/Title

Form Revised 7-30-13

Project No. STPMB-4920(250)
County Mobile
Description University Old Shell CMP
Scope of Work ='GRAND TOTAL FEE'!B4
Project Length 0.00 Miles

Consultant Kimley-Horn

TRAFFIC SIGNAL TIMING PLAN DEVELOPMENT	Sr. Engineer	Engineer II	Engineer I	QA/QC
Task A: Data Collection and Existing Conditions				
A-1 Review and compilation of traffic counts	0.125	0.500	0.500	0.000
A-2 Field observations and existing data collection	0.000	1.500	1.750	0.000
Task A Totals	**0.125**	**2.000**	**2.250**	**0.000**
Task B: Signal Timing Plan Development				
B-1 Building Existing Synchro network	0.000	0.250	1.000	0.000
B-2 Clearance interval calculations	0.125	0.250	0.750	0.000
B-3 Time of Day schedule development	0.125	0.250	0.500	0.000
B-4 Determination of optimal cycle lengths	0.250	0.500	0.750	0.000
B-5 Split and offset analysis for progression	0.500	0.500	1.000	0.125
B-6 Reporting	0.125	0.250	1.500	0.125
B-7 Coding sheet development/database development	0.125	0.250	1.250	0.000
Task B Totals	**1.250**	**2.250**	**6.750**	**0.250**
Task C: Signal Timing Plan Fine Tuning				
C-1 Signal Implementation and making adjustments to splits, offsets, TOD settings	7.00	0.00	7.00	0.00
Task C Totals	**7.000**	**0.000**	**7.000**	**0.000**
TOTALS	**8.375**	**4.250**	**16.000**	**0.250**

Form Revised 1-3-13

Project No.	STPMB-4920(250)
County	Mobile
Description	University Old Shell CMP
Scope of Work	Retiming/implementing of 12 signals
Project Length	0.00 Miles
Consultant	Kimley-Horn

Fee Proposal (Corridor Study)

PERSONNEL COST	Man-days	x	Daily Rate		
Project Manager (10% of Eng. Personnel)	2.888	$	512.56	$	1,480.27
Sr. Engineer	8.375	$	512.56	$	4,292.69
Engineer II	4.250	$	452.00	$	1,921.00
Engineer I	16.000	$	311.68	$	4,986.88
Engineering Technician/CADD	0.000	$	-	$	-
QA/QC	0.250	$	538.56	$	134.64
	Total Direct Labor			$	12,815.48
Combined Overhead (%)	194.38			$	24,910.73
Out-of-Pocket Expenses**				$	2,170.00
			Sub-Total	**$**	**39,896.21**
Operating Margin (10%)				$	3,989.62
			Sub-Total	**$**	**43,885.83**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)					
Marr Traffic (Data Collection)				$	13,480.00
Subconsultant Administration Expense (5%)				$	674.00
			Sub-Total	**$**	**58,039.83**
Facilities Capital Cost of Money (% of Direct Labor)	0.16			$	20.50
			TOTAL FEE	**$**	**58,060.33**

**See Grand Total Fee sheet

Form Revised 1-3-13

Project No. STPMB-4920(250)
County Mobile
Description University Old Shell CMP
Scope of Work Retiming/implementing of 12 signals
Project Length 0.00 Miles

Consultant Kimley-Horn

Out-of-pocket Expenses (Corridor Study)

TRAVEL COST

Mileage Cost	**Trips**	**Miles/Trip**	**$/Mile**	**Total**
Existing conditions field visit	1	500	$0.580	$ 290.00
Fine tuning field visit	2	500	$0.580	$ 580.00
		Total Mileage Cost		**$ 870.00**

Subsistence Cost	**Days**	**# People**	**$/Day**	**Total**
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)*** - Existing Conditions	2	1	$100.00	$ 200.00
Travel allowance (overnight)*** - Implementation	4	1	$100.00	$ 400.00
Travel allowance (overnight)*** - Implementation plus Wknd	7	1	$100.00	$ 700.00
		Total Subsistence Cost		**$ 1,300.00**
		Total Travel Cost		**$ 2,170.00**

Communication Cost (telephone, fax, etc.)	**Total**
	$ -

Postage Cost (overnight, stamps, etc.)	**Total**
	$ -

Other (provide description on next line)	**Total**
	$ -

Total Out-of-pocket Expenses	**$ 2,170.00**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

EXHIBIT D:

ENGINEER'S AUDITED RATE LETTER

ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311

Kay Ivey
Governor

John R. Cooper
Transportation Director

June 8, 2022

Jon Coffman
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

RE: Approved Indirect Cost and FCCM Rates for the Fiscal Year Ended December 31, 2021

Dear Mr. Coffman:

The External Audit Section of the Bureau of Finance and Audit has evaluated the information that you provided to support your indirect cost and FCCM rates.

Our evaluation of the schedule revealed no exceptions.

The following rates have been approved for the fiscal year ended December 31, 2021. The rates are valid until six months after the next fiscal year end.

Description	Rate
Home Indirect Cost Rate	194.38%
Field Indirect Cost Rate	174.06%
Home FCCM Rate	0.16%
Field FCCM Rate	0.00%

These rates are good for use on Alabama Department of Transportation (ALDOT) agreements. Local, public agencies or other state agencies are encouraged to use the above rates.

This approval letter was prepared and intended for ALDOT's use. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

If you have any questions, please contact me via email or call (334) 244-6244.

Sincerely,

Corey Smith
ALDOT Auditor

EXHIBIT E:

INSURANCE CERTIFICATIONS

EXHIBIT F:

E-VERIFY AFFIDAVIT, DBE UTILIZATION REPORT AND SUBCONTRACTING AND MAJOR SUPPLIER PLAN

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Christopher D. Rhodes, P.E. (affiant) who, being duly sworn says as follows:

Vice President ~~President/CEO~~ of Kimley-Horn and Associates, 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 Vice President for Kimley-Horn and Associates, 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 Kimley-Horn and Associates, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 412062 .

Chris D. Rhod

~~CEO~~ of Kimley-Horn and Associates, Inc.

Vice President

Sworn to and subscribed before me this the _____ day of _____, 20___.

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

_____
Signature and Seal of Notary Public

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Kimley-Horn and Associates

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

Kimley-Horn and Associates

CONTRACTOR: Kimley-Horn and Associates	**Certified DBE:** YES X NO		**Contract Start Date:** May 2023
DESCRIPTION: University/Old Shell Congestion Management			**Estimated Completion Date:** May 2024

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

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

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$ $58,060	$	$	$	

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

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

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

PRINT NAME: Elizabeth Johnson

SIGNATURE: _____ Project Manager (Title) 5/10/23 (Date)

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	Kimley-Horn and Associates
Address	11 North Water Street, Suite 9290, Mobile, AL 36602
Telephone	251-263-8350
E-Mail	elizabeth.johnson@kimley-horn.com

RFP/RFQ Solicitation Number	N/A
Project Description	University/Old Shell Congestion Management
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Elizabeth Johnson

Signature: _____ Date: 5/10/2023

Title: Project Manager

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

Name: _____ Title: _____

Email: _____ Phone: _____

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

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

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

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

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

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

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

_____

_____

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

City Wide Sidewalk Repair and Maintenance.

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

ATTACHMENTS:

Description	Type	Upload Date
Sidewalk Maintenance	Cover Memo	5/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	5/9/2023 - 1:37 PM
Legal	Kern, Chris	Approved	5/10/2023 - 12:16 PM
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 3:19 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, the City intends to upgrade and construct approximately 1,140 ft of sidewalks and ramps on Moffett Road to become ADA compliant,

WHEREAS, the City intends to upgrade approximately 570 ft of sidewalks on Government Street to become ADA compliant ,

WHEREAS, Moffett Road and Government Street, are both Alabama Department of Transportation (ALDOT) maintained roads,

WHEREAS, work within the ALDOT right-of-way requires permitting from ALDOT,

WHEREAS, ALDOT requires the City to accept the maintenance of these upgrades.

NOW THEREFORE, 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 Grading/Landscaping Permit and a Cooperative Maintenance Agreement, by and between the City of Mobile and the Alabama Department of Transportation.

_____

City Clerk

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR GRADING AND/OR LANDSCAPING ON RIGHT OF WAY

County **Mobile**

Route Number **U.S Hwy 98**

Milepost **20.10-20.32**

FOR OFFICIAL USE ONLY
DATE RECEIVED FROM APPLICANT: __/__/____
PERMIT NUMBER: _____

Bonding Agency _____ Bond Number _____

Associated Permits and/or Documents **Plans for 2023 City Wide Sidewalk Repair & Maintenance - Moffett Rd.**

THIS AGREEMENT is entered into this the _____ day of _____, 20**23**, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and **the City of Mobile**, hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT proposes to grade and/or landscape ALDOT Right of Way located and described as follows: **Construct approximately 1,140 LF of new ADA compliant, 5 ft wide concrete sidewalk and the necessary grading on the north side of Moffett Rd. (U.S. Hwy 98) from Northview Dr. (MP 20.10) to Phillips Lane (MP 20.32). Additional sidewalk work (not shown) will include the repair of approximately 570 LF of existing concrete sidewalk located on Government St. (U.S. Hwy 90) at Little Flower Ave.**

NOW, THEREFORE, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. All grading on the right-of-way will be confined to and coextensive with the limits of the APPLICANT's own property which is adjacent to and coextensive with the right-of-way.

2. All work shall be subject to the inspection and approval of ALDOT and located as shown on the approved plans previously submitted to ALDOT which are hereby made a part of this Agreement by reference.

3. A copy of the Agreement and the plans will be kept at the site of work, at all times, by the APPLICANT.

4. ALDOT does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

5. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. All disturbed areas shall be top-soiled and re-vegetated by the APPLICANT in accordance with the standard specifications of ALDOT.

7. In accomplishment of the work by the APPLICANT, no drainage structures or channels will be changed or altered other than as shown on the plans.

8. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

9. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

10. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of storm-water construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

11. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

12. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

13. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT.

14. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

15. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of ALDOT.

16. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

17. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

18. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

19. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of $_____ (Bond Number: _____) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 16. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

20. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

☒ If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

☐ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

☐ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

☐ If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

21. This agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the _____ day of _____, 20**23**___.

_____
Legal Name of Applicant

WITNESS:

_____ By: _____
Authorized Signature and Title for Applicant

_____
Typed or Printed Name of Signee

_____
Address Line 1

_____
Address Line 2

_____
Telephone Number

FOR OFFICIAL USE ONLY

RECOMMENDED FOR APPROVAL:

DISTRICT:	_____ Printed Name	_____ Signature	_____ Date
AREA:	_____ Printed Name	_____ Signature	_____ Date
REGION:	_____ Printed Name	_____ Signature	_____ Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- ☐ **CENTRAL OFFICE**
- ☐ **REGION**
- ☐ **AREA**
- ☐ **DISTRICT**

By:	_____ Printed Name	_____ Signature	_____ Date

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE
OF PUBLIC RIGHT OF WAY

County **Mobile**

Route Number **US-Highway 98**

Milepost **20.10 to 20.32**

Resolution Number _____

FOR OFFICIAL USE ONLY
DATE RECEIVED FROM APPLICANT: __/__/____
PERMIT NUMBER: _____

Associated Permits and/or Documents **Plans for 2023 City Wide Sidewalk Repair and Maintenance-Moffett Road**

THIS AGREEMENT, entered into this the _____ day of _____, 20**23**, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and **the City of Mobile**, in an effort to provide maintenance within the city limits of **Mobile** along Route **US-98**, the **the City of Mobile** agrees to maintain **approximately 140 linear feet of sidewalk on the north side of US Highway 98 between Northview Drive and Phillips Lane.** _____ in the ALDOT right-of-way from milepost **20.10** to **20.32**. All maintenance shall conform to standards and specifications of ALDOT and the ALDOT approved version of the national Manual on Uniform Traffic Control Devices. Any future proposed work not described in this agreement or any associated agreements shall be requested by permit and is subject to approval by ALDOT. It is furthermore understood by the parties that the map attached hereto describes the current situation. The parties understand that this agreement and the plans attached hereto may be amended by the mutual agreement of the parties.

In accepting the above, ALDOT and APPLICANT agree to do the following:

1. Adequate sight distances must be maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.

2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations.

3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT'S responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, materials, or debris of any kind on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city, or municipality.

8. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

9. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

X If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

_____ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

_____ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

10. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

11. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the _____ day of _____, 20**23**.

_____
Legal Name of Applicant

WITNESS:

_____ By: _____
Authorized Signature and Title for Applicant

_____
Typed or Printed Name of Signee

_____ _____
Telephone Number Address Line 1

_____ _____
Contact Email Address Address Line 2

FOR OFFICIAL USE ONLY

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AS TO CONTENT AND FORM:

BY: _____ _____ _____
Chief Counsel (Printed) Signature Date

RECOMMENDED FOR APPROVAL:

DISTRICT: _____ _____ _____
Printed Name Signature Date

AREA: _____ _____ _____
Printed Name Signature Date

REGION: _____ _____ _____
Printed Name Signature Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- ☐ **CENTRAL OFFICE**
- ☐ **REGION**
- ☐ **AREA**
- ☐ **DISTRICT**

By: _____ _____ _____
Printed Name Signature Date

CITY OF MOBILE

CITY OF MOBILE PROJECT NO. 2023-3005-01

PLANS OF PROPOSED PROJECT

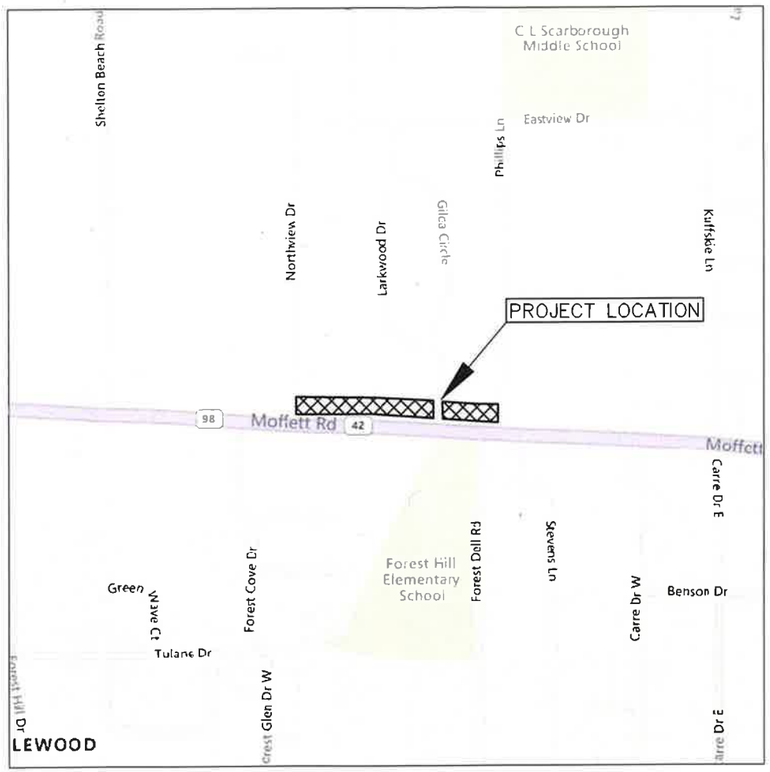
2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE

MOFFETT ROAD

(FROM NORTHVIEW DRIVE TO PHILLIPS LANE)

MAY 2023





MAYOR

WILLIAM S. STIMPSON

CITY COMISSIONERS

DISTRICT 1	CORY PENN
DISTRICT 2	WILLIAM CARROLL
DISTRICT 3	C. J. SMALL
DISTRICT 4	BEN REYNOLDS
DISTRICT 5	JOEL DAVES
DISTRICT 6	
DISTRICT 7	GINA GREGORY

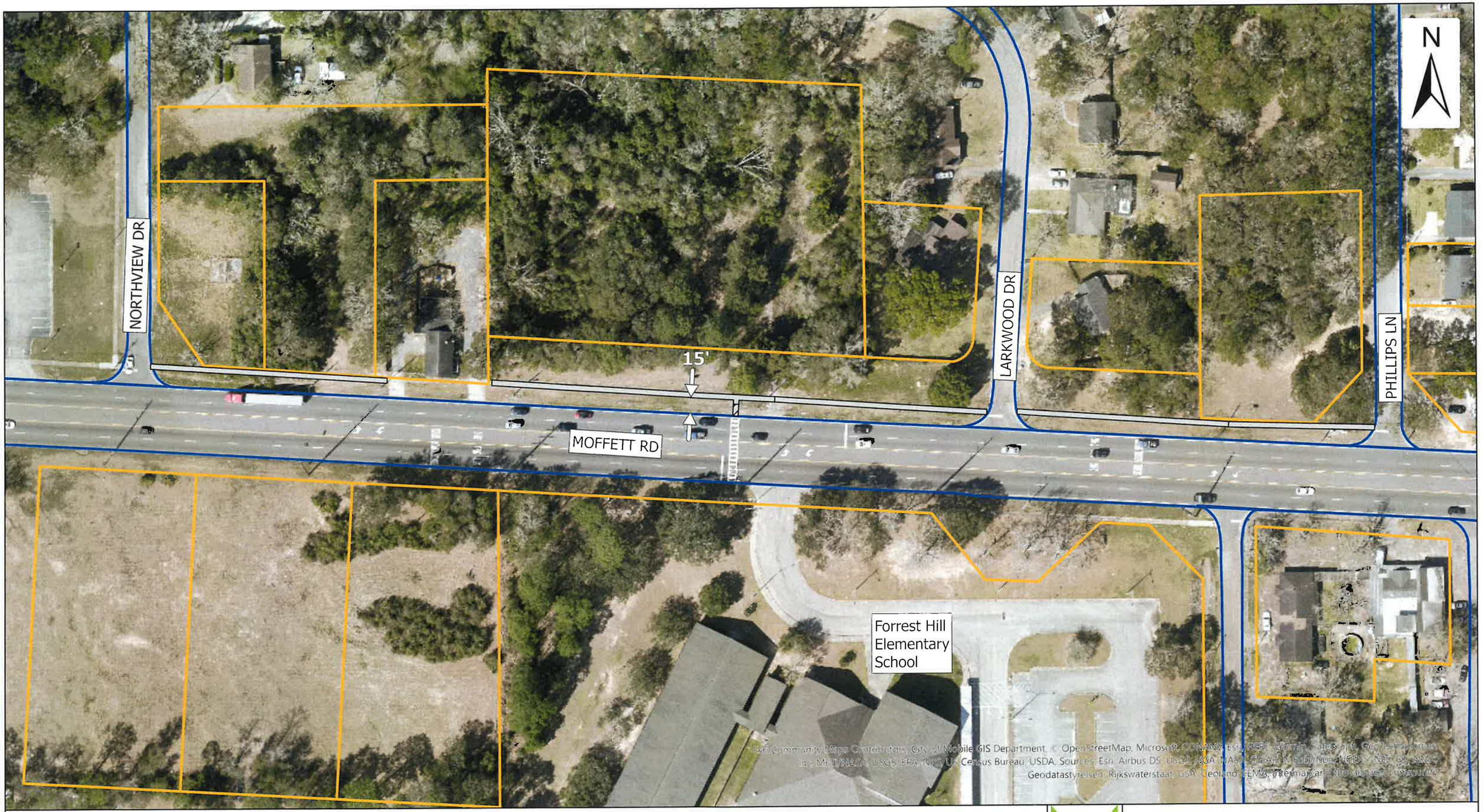
MOBILE ALABAMA

TABLE OF CONTENTS

SHEET 1	PLAN VIEW
SHEET 2	CROSS SECTION PLAN VIEW
SHEET 3	CROSS SECTIONS
SHEET 4	STANDARD DETAILS
SHEET 5	TRAFFIC CONTROL DETAILS

EROSION CONTROL NOTES

1. AN EROSION CONTROL PLAN IS NOT INCLUDED IN THIS SET OF DRAWINGS, BUT EROSION CONTROL MEASURES WILL BE IMPLEMENTED DURING CONSTRUCTION.
2. THE CONTRACTOR IS HEREBY DIRECTED TO PROVIDE WATTLES AND SILT FENCE PROTECTION WHERE NECESSARY TO PREVENT SILT LADEN RUNOFF FROM LEAVING THE CONSTRUCTION AREA.
3. SOD SHALL BE ESTABLISHED AND MAINTAINED UPON COMPLETION OF CONSTRUCTION.
4. ADDITIONAL EROSION CONTROL MEASURES OR SILT BARRIERS TO BE PLACED AS DIRECTED BY THE PROJECT ENGINEER.



Legend

- Proposed ADA Ramps
- Existing Ramp
- Proposed Sidewalk
- Parcels
- Edge of Road/Curb & Gutter

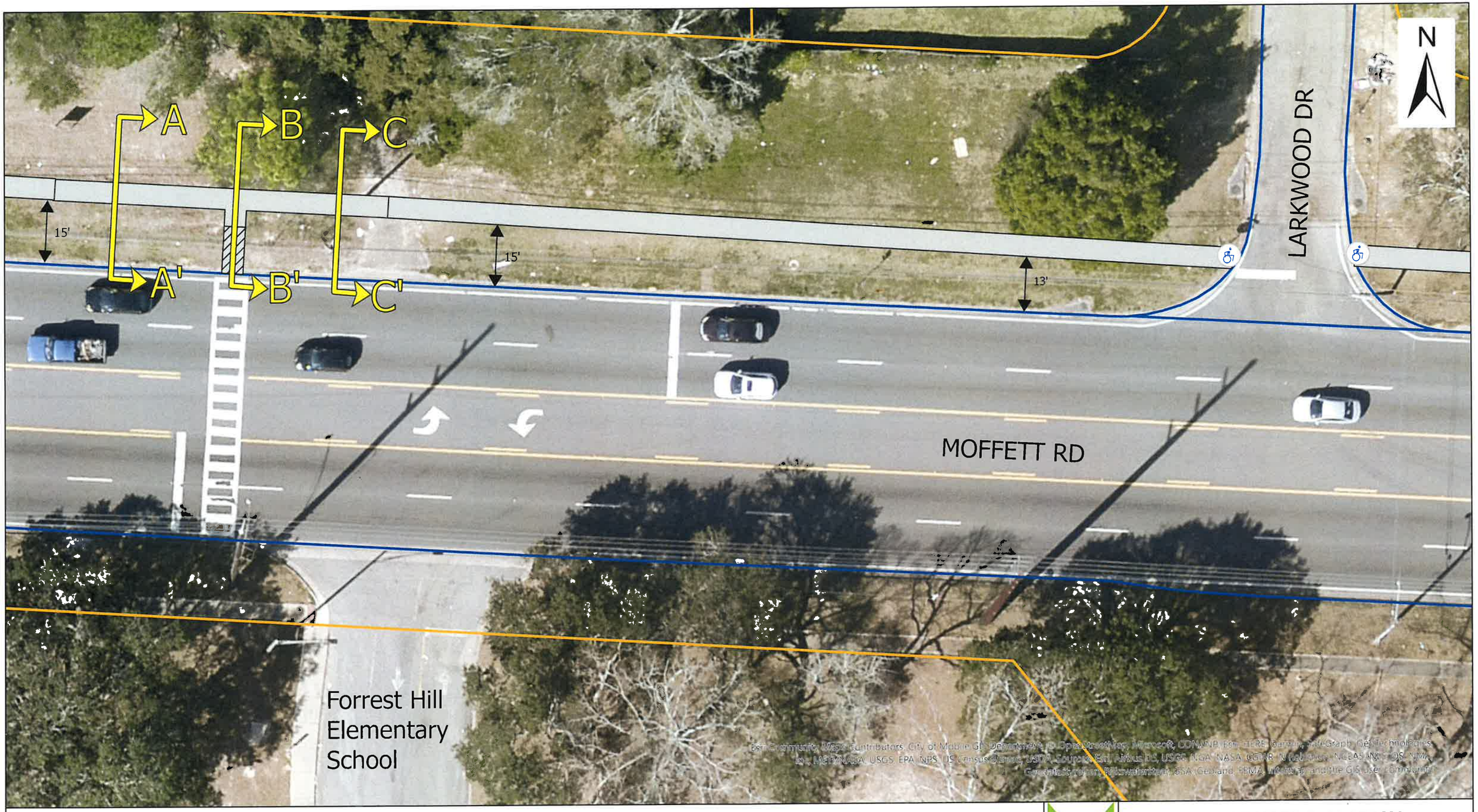
100 50 0 100 200 300 400 Feet

MOBILE ALABAMA

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE MOFFETT RD

PLAN VIEW	SHEET 1 OF 5	05-04-2023



Legend

- Proposed ADA Ramps
- Cut Sections
- Existing Ramp
- Proposed Sidewalk
- Parcels
- Edge of Road/Curb & Gutter

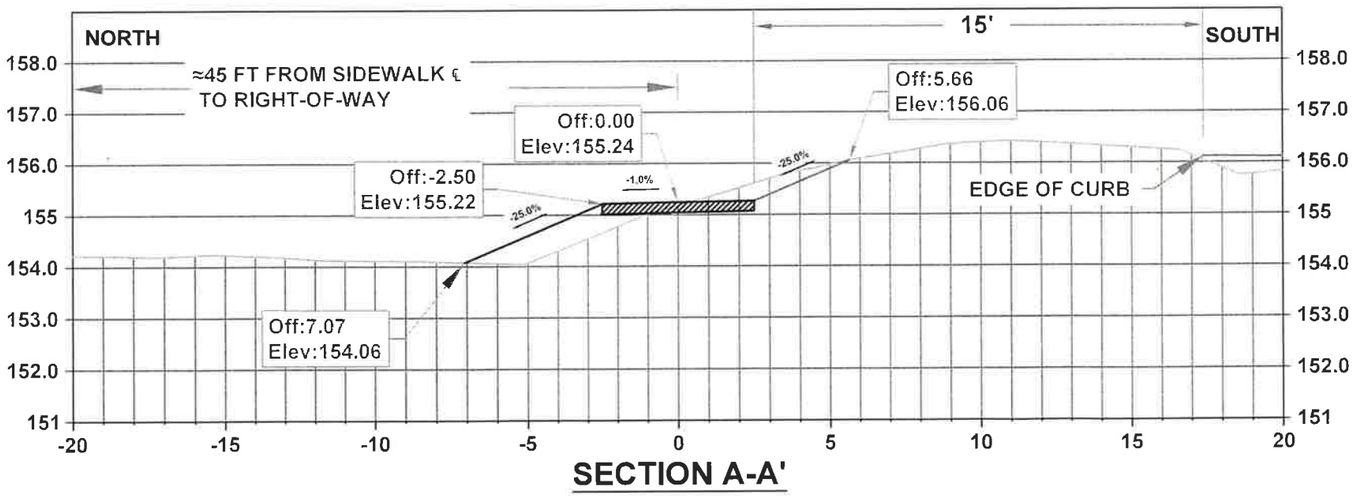
20 10 0 20 40 60 80 Feet

MOBILE ALABAMA

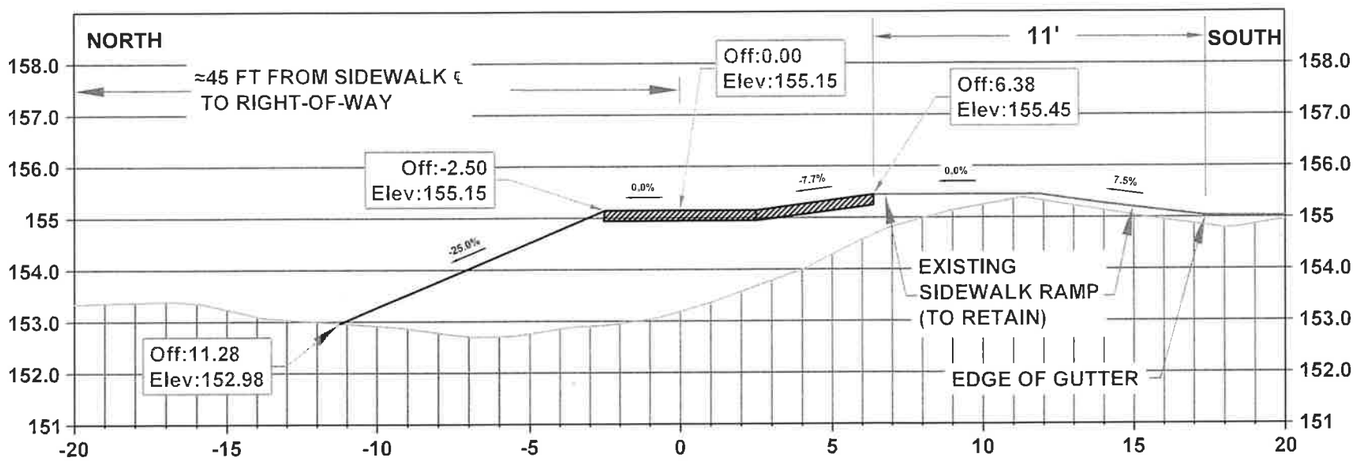
CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE
MOFFETT RD

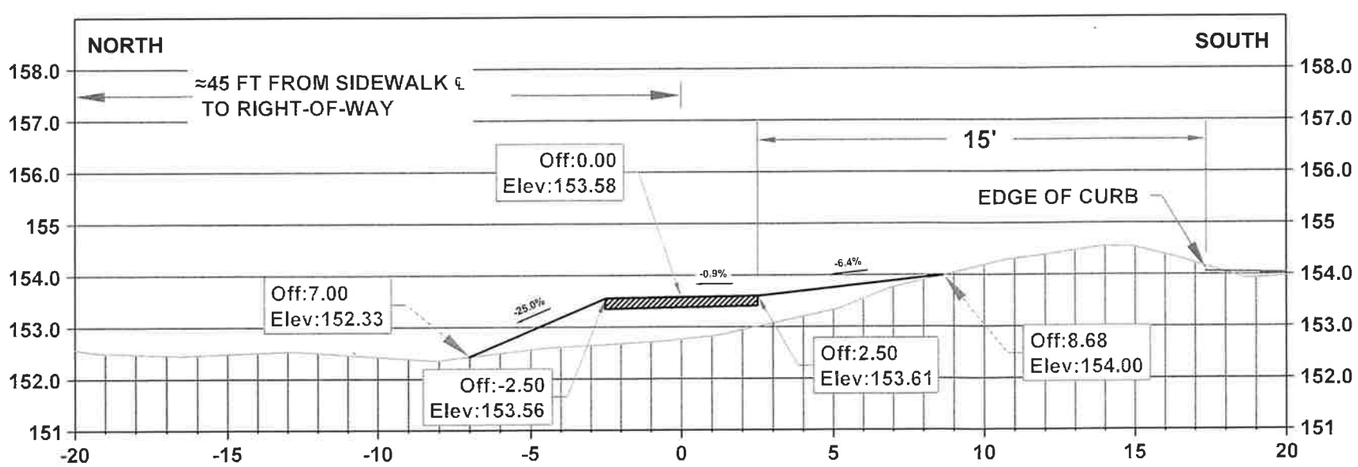
CROSS SECTION PLAN VIEW	SHEET 2 OF 5	05-04-2023



SECTION A-A'



SECTION B-B'



SECTION C-C'

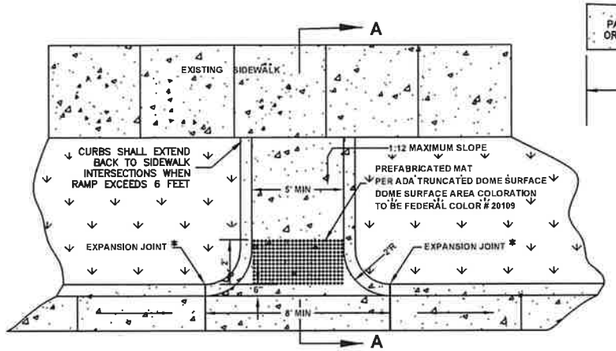
CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

2023 CITY WIDE SIDEWALK
REPAIR & MAINTENANCE
MOFFETT RD

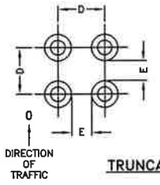
CROSS SECTIONS	SHEET 3 OF 5	05-04-2023

* EXPANSION JOINT MATERIAL TO MEET ALDOT SPECIFICATIONS 832.01 & 832.02

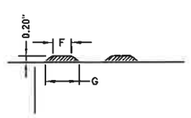
** PREFABRICATED MATS SHALL BE WET SET IN NEW RAMPS. MATS MAY BE ATTACHED WITH BOLTS ON EXISTING MATS.



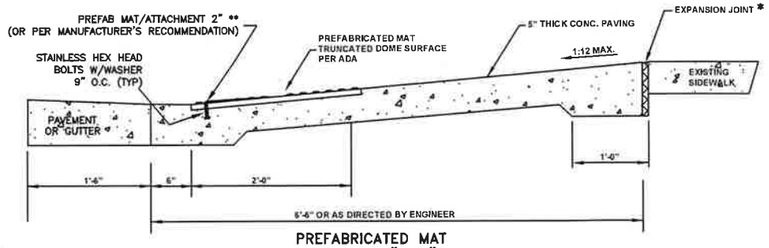
PLAN VIEW
NTS



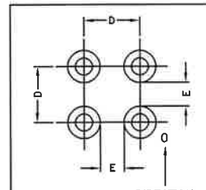
	MIN.	MAX.
D	1.60"	2.35"
E	.65"	1.50"
F	.45"	.80"
G	.90"	1.40"



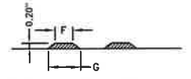
TRUNCATED DOME DETECTABLE WARNING SURFACE
NTS



PREFABRICATED MAT
SECTION "A-A"
NTS

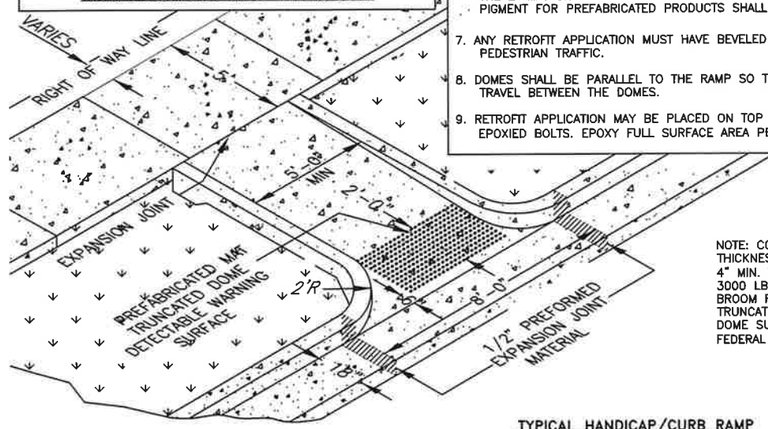


	MIN.	MAX.
D	1.60"	2.35"
E	.65"	1.50"
F	.45"	.80"
G	.90"	1.40"



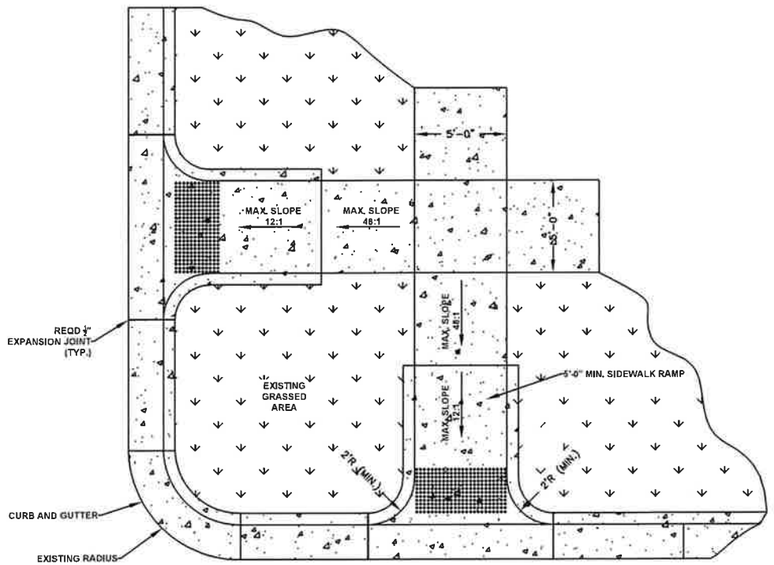
TRUNCATED DOME DETECTABLE WARNING DETAIL

1. EXPANSION JOINT IS TO BE PLACED WHERE THE NEW RAMP OR SIDEWALK JOINS EXISTING PAVEMENT STRUCTURES.
2. EXPANSION JOINT MATERIAL TO BE IN ACCORDANCE WITH ARTICLE 832.01 AND 832.02 OF ALDOT SPECIFICATIONS.
3. RAMPS SHALL HAVE A NON-SKID SURFACE BY BRUSHING TRANSVERSELY.
4. SIDEWALK TO BE 4" MINIMUM THICKNESS. RAMP TO BE 5" MINIMUM THICKNESS.
5. WHERE SIDEWALKS ARE REQUIRED, THIS PLAN SHALL BE USED AT PEDESTRIAN CROSSWALKS FOR SAFE AND CONVENIENT MOVEMENT OF THE HANDICAPPED AND PERSONS USING WHEELCHAIRS.
6. TRUNCATED DOMES MEETING THE SIZE AND SPACING SHOWN SHALL BE CONSTRUCTED 2' WIDE FOR THE WIDTH OF THE RAMP. TRUNCATED DOMES TO BE INLAID PREFABRICATED MATS ATTACHED BY WET SETTING IN NEW RAMPS. THE 2' MAT SHALL BE A COLORATION OF FEDERAL COLOR 20109. PIGMENT FOR PREFABRICATED PRODUCTS SHALL BE INTEGRAL TO THE MATERIAL.
7. ANY RETROFIT APPLICATION MUST HAVE BEVELED EDGES ON SIDES WITH APPROACHING PEDESTRIAN TRAFFIC.
8. DOMES SHALL BE PARALLEL TO THE RAMP SO THAT THE WHEELCHAIR WHEELS CAN TRAVEL BETWEEN THE DOMES.
9. RETROFIT APPLICATION MAY BE PLACED ON TOP OF EXISTING RAMP WITH DRILLED AND EPOXIED BOLTS. EPOXY FULL SURFACE AREA PER MANUFACTURER'S RECOMMENDATIONS.



NOTE: CONCRETE RAMP TO BE 5" MIN. THICKNESS. OTHER SIDEWALK PANELS TO BE 4" MIN. THICKNESS. ALL CONCRETE TO BE 3000 LB. MIX WITH NATURAL COLOR AND BROOM FINISH EXCEPT IN AREAS WHERE TRUNCATED DOME SURFACE IS REQUIRED. DOME SURFACE AREA COLORATION TO BE FEDERAL COLOR # 20109

TYPICAL HANDICAP/CURB RAMP
(AREAS WITH GRASS STRIP)



PLAN VIEW
NTS

TYPICAL HANDICAP/CURB RAMP AT INTERSECTION
(AREAS WITH GRASS STRIP)

NOTES:

SIDEWALK PANELS TO BE 4" MINIMUM THICKNESS.

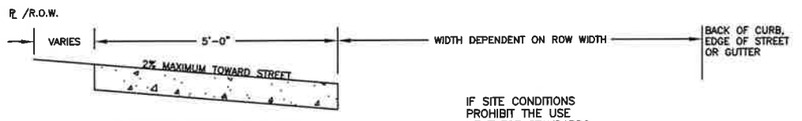
SIDEWALK PANELS THAT ABUT A DRIVEWAY OR WILL OTHERWISE BE SUBJECTED TO VEHICULAR TRAFFIC TO BE 5" MINIMUM THICKNESS.

ALL CONCRETE TO BE 3000 P.S.I. MIX WITH NATURAL COLOR AND BROOM FINISH.

EDGE OF SIDEWALK SHALL HAVE 1/2" RADIUS.

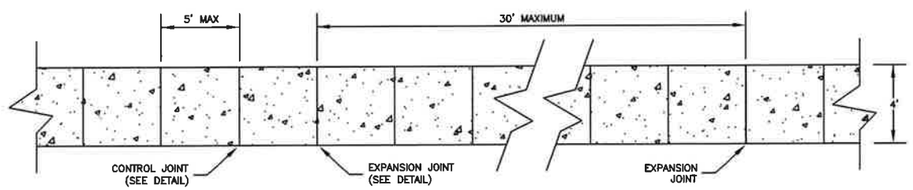
* EXPANSION JOINT MATERIALS TO MEET ALDOT SPECIFICATIONS 832.01 & 832.02

** JOINT FILLER TO BE CUT FLUSH WITH SIDEWALK SURFACE WHEN NO JOINT SEALER IS USED

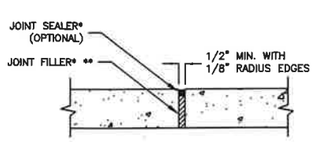


SIDEWALK CROSS SECTION
NOT TO SCALE

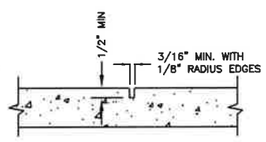
IF SITE CONDITIONS PROHIBIT THE USE OF THESE STANDARDS, AN ALTERNATIVE MAY BE SUBMITTED FOR APPROVAL TO THE ENGINEERING DEPT.



STANDARD SIDEWALK PLAN DETAIL
NOT TO SCALE



EXPANSION JOINT DETAIL
NOT TO SCALE



CONTROL JOINT DETAIL
NOT TO SCALE

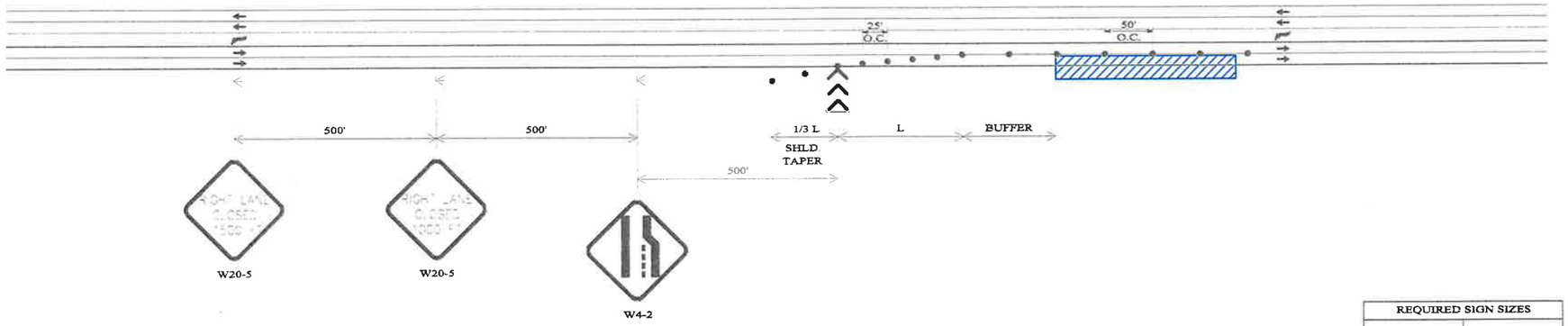
CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE
MOFFETT RD

STANDARD DETAILS	SHEET 4 OF 5	05-04-2023

TEMPORARY TRAFFIC CONTROL PLAN SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO

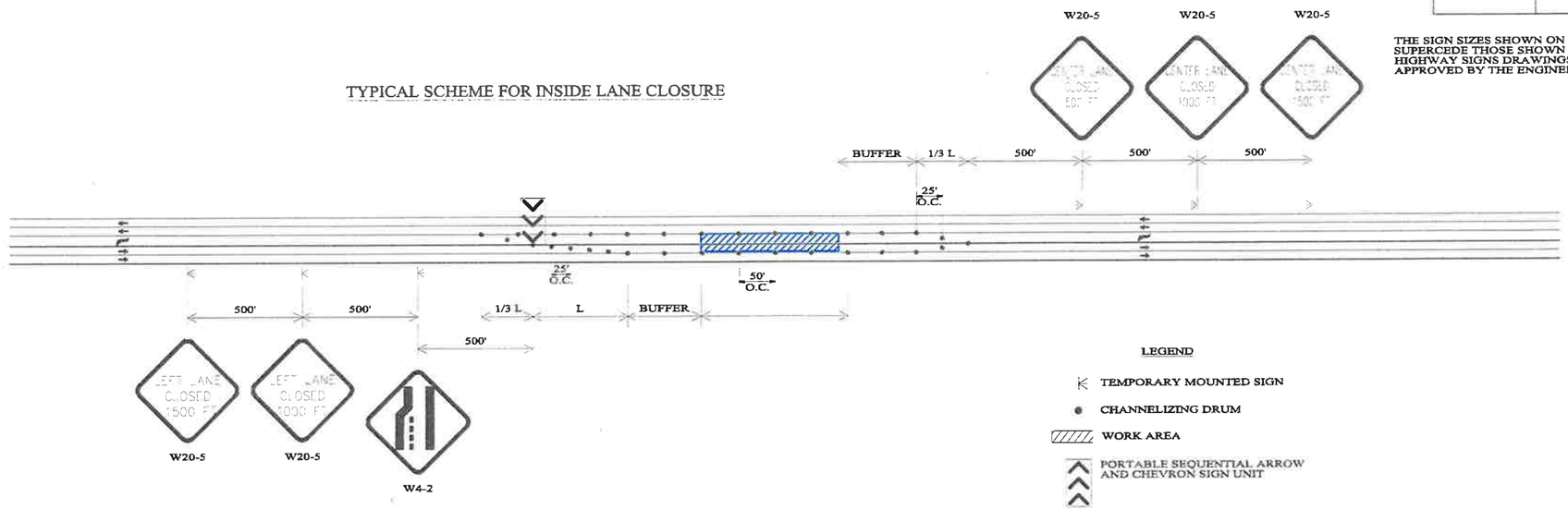
TYPICAL SCHEME FOR OUTSIDE LANE CLOSURE



REQUIRED SIGN SIZES	
W4-2	48" X 48"
W20-5	48" X 48"

THE SIGN SIZES SHOWN ON THIS SHEET SHALL SUPERCEDE THOSE SHOWN ON THE STANDARD HIGHWAY SIGNS DRAWINGS UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TYPICAL SCHEME FOR INSIDE LANE CLOSURE



LEGEND

- TEMPORARY MOUNTED SIGN
- CHANNELIZING DRUM
- WORK AREA
- PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT

GENERAL NOTES

1. ALL SIGNS SHALL BE TEMPORARY MOUNTED AS SHOWN.

NOT TO SCALE

SPECIFICATIONS
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

3409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

Bureau Std Engr:
DRAWN BY:
DATE DRAWN:
REVISED DATE:

DETAILS FOR TRAFFIC CONTROL FOR 5-LANE HIGHWAYS — SPECIAL PROJECT DETAIL — 2004

MOBILE ALABAMA

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE
MOFFETT RD

TRAFFIC CONTROL DETAIL	SHEET 5 OF 5	05-04-2023

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Fuel for various locations.

Amount of Contract:
Total of all $162,579.84

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230516 Agenda Package Fuel POs	Cover Memo	5/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/18/2023 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
9748	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$18,246.64	(279229) PETROLEUM TRADERS CORPORATION
9749	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$18,246.64	(279229) PETROLEUM TRADERS CORPORATION
9750	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$18,246.64	(279229) PETROLEUM TRADERS CORPORATION
9751	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$17,700.00	(279229) PETROLEUM TRADERS CORPORATION
9752	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$17,700.00	(279229) PETROLEUM TRADERS CORPORATION
9759	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$17,700.00	(279229) PETROLEUM TRADERS CORPORATION

9767	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$18,246.64	(279229) PETROLEUM TRADERS CORPORATION
9768	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$18,246.64	(279229) PETROLEUM TRADERS CORPORATION
9769	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$18,246.64	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00009748-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.22000	18204.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18204.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00009748-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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 18246.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18246.64	3082875.03
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	05/16/23	DONALD ROSE	Auto approved by: 9105neej
Approved	05/16/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	05/16/23	JOHN PAINE	Auto approved by: 9105neej
Approved	05/16/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	05/16/23	JAMES NEESE JR	

Bill To	Requisition 00009748-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00009749-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.22000	18204.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18204.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00009749-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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 18246.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18246.64	3082875.03
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	05/16/23	DONALD ROSE	Auto approved by: 9105neej
Approved	05/16/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	05/16/23	JOHN PAINE	Auto approved by: 9105neej
Approved	05/16/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	05/16/23	JAMES NEESE JR	

Bill To	Requisition 00009749-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00009750-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.22000	18204.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18204.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00009750-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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 18246.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18246.64	3082875.03
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	05/16/23	DONALD ROSE	Auto approved by: 9105neej
Approved	05/16/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	05/16/23	JOHN PAINE	Auto approved by: 9105neej
Approved	05/16/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	05/16/23	JAMES NEESE JR	

Bill To	Requisition 00009750-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00009751-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	7500.00 GALLON	2.36000	17700.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17700.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00009751-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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 17700.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17700.00	3082875.03
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	05/16/23	DONALD ROSE	Auto approved by: 9105neej
Approved	05/16/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	05/16/23	JOHN PAINE	Auto approved by: 9105neej
Approved	05/16/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	05/16/23	JAMES NEESE JR	

Bill To	Requisition 00009751-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00009752-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.36000	17700.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17700.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00009752-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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 17700.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17700.00	3082875.03
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	05/16/23	DONALD ROSE	Auto approved by: 9105neej
Approved	05/16/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	05/16/23	JOHN PAINE	Auto approved by: 9105neej
Approved	05/16/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	05/16/23	JAMES NEESE JR	

Bill To	Requisition 00009752-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00009759-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Released Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.36000	17700.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17700.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00009759-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Released Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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 17700.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17700.00	3082875.03
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Queued	05/12/23	DONALD ROSE	
Queued	05/12/23	SANDRA LEWIS	
Queued	05/12/23	JOHN PAINE	
Queued	05/12/23	MICHAEL SPAFFORD	
Queued	05/12/23	JAMES NEESE JR	

Bill To	Requisition 00009759-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Released Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00009767-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.22000	18204.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18204.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00009767-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 18246.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18246.64	3082875.03
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	05/16/23	DONALD ROSE	Auto approved by: 9105neej
Approved	05/16/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	05/16/23	JOHN PAINE	Auto approved by: 9105neej
Approved	05/16/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	05/16/23	JAMES NEESE JR	

Bill To	Requisition 00009767-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00009768-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.22000	18204.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18204.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00009768-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 18246.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18246.64	3082875.03
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
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Approved	05/16/23	JOHN PAINE	Auto approved by: 9105neej
Approved	05/16/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	05/16/23	JAMES NEESE JR	

Bill To	Requisition 00009768-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00009769-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.22000	18204.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18204.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00009769-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 18246.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18246.64	3082875.03
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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Activity	Date	Clerk	Comment
Approved	05/16/23	DONALD ROSE	Auto approved by: 9105neej
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Approved	05/16/23	JOHN PAINE	Auto approved by: 9105neej
Approved	05/16/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	05/16/23	JAMES NEESE JR	

Bill To	Requisition 00009769-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: ms Buyer: 007

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

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

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

BID CONTINUATION SHEET

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

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

			TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

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

State any special conditions or ordering instructions:

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.

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.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Contract: 180000000002-999-2 - GASOLINE & DIESEL FUEL Amendment #2

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
5/30/2023

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
MADISON, GASOLINE, 8,200 > GALLONS	180000000002-999-1-76	0.00	Gallon
MADISON, DIESEL, 7,500 > GALLONS	180000000002-999-1-77	0.00	Gallon
MARENGO, GASOLINE, 8,200 > GALLONS	180000000002-999-1-78	0.00	Gallon
MARENGO, DIESEL, 7,500 > GALLONS	180000000002-999-1-79	0.00	Gallon
MARION, GASOLINE, 8,200 > GALLONS	180000000002-999-1-80	0.00	Gallon
MARION, DIESEL, 7,500 > GALLONS	180000000002-999-1-81	0.00	Gallon
MARSHALL, GASOLINE, 8,200 > GALLONS	180000000002-999-1-82	0.00	Gallon
MARSHALL, DIESEL, 7,500 > GALLONS	180000000002-999-1-83	0.00	Gallon
MOBILE, DIESEL, 7,500 > GALLONS	180000000002-999-1-84	0.00	Gallon
MONROE, DIESEL, 7,500 > GALLONS	180000000002-999-1-85	0.00	Gallon
MONTGOMERY, GASOLINE, 8,200 > GALLONS	180000000002-999-1-86	0.00	Gallon
MONTGOMERY, DIESEL, 7,500 > GALLONS	180000000002-999-1-87	0.00	Gallon
MORGAN, GASOLINE, 8,200 > GALLONS	180000000002-999-1-88	0.00	Gallon
MORGAN, DIESEL, 7,500 > GALLONS	180000000002-999-1-89	0.00	Gallon
PERRY, GASOLINE, 8,200 > GALLONS	180000000002-999-1-90	0.00	Gallon

« ‹ 2 3 4 5 6 7 8 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Autonation Ford Mobile for one Ford F250 chassis service truck for Public Services.
Motor Pool capital

Amount of Contract:

$59,578.50

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230515 Autonation Agenda Package POs	Cover Memo	5/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/18/2023 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
8973	2023	(F7000) MOTOR POOL	F250 CHASSIS SERVICE TRUCK FOR PUBLIC SERVICES (SEALED BID 5750)	$59,578.50	(270013) AUTONATION FORD MOBILE

Adopted:

_____
City Clerk

Bill To	Requisition 00008973-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
AUTONATION FORD MOBILE	MOTOR POOL
901 E I-65 SERVICE RD S	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36606	CARTERD@CITYOFMOBILE.ORG
Tel#251-478-3351	Delivery Reference
Fax 251-643-1244	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/09/23	270013	04/25/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	3/4 TON CHASSIS W/ SERVICE BODY AS SPECIFIED: 2023 OR NEWER FORD F250 CJHASSIS WTH SERVICE BODY. VENDOR TO PROVIDE 2023 FORD F250 WITH A KNAPHEIDE 696FJ40 BODY. AS PER CITY OF MOBILE BID #5750 AND YOUR QUOTE.	1.00 EACH	59578.50000	59578.50

Additional Description Notes

2023 OR NEWER FORD F250 CJHASSIS WTH SERVICE BODY. REQUESTED BY 2050 FLEET.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02070 .VEHICLEEXP. . 59578.50

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 59578.50

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

Bill To	Requisition 00008973-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
AUTONATION FORD MOBILE	MOTOR POOL
901 E I-65 SERVICE RD S	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36606	CARTERD@CITYOFMOBILE.ORG
Tel#251-478-3351	Delivery Reference
Fax 251-643-1244	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/09/23	270013	04/25/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E MP02070 .VEHICLEEXP. .		59578.50	23128.42

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	59578.50	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	04/26/23	CHARLES SUMRALL	
Approved	05/10/23	CHARLES SUMRALL	
Approved	04/26/23	SHONNDA SMITH	
Approved	04/26/23	JAMES DELAPP	Auto approved by: 910518244
Approved	04/26/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	05/11/23	SHONNDA SMITH	
Approved	05/11/23	JAMES DELAPP	Auto approved by: 910518244
Approved	05/11/23	CASI CALLAWAY	Auto approved by: 910518244
Rejected	05/08/23	JOHN PAINE	specs, description do not matc
Approved	05/12/23	DONALD ROSE	Auto approved by: 9105paij
Approved	05/12/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/12/23	JOHN PAINE	
Approved	05/12/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5750
¾ TON EXTENDED CAB TRUCK WITH UTILITY BODY

1 BID RECEIVED: AUTONATION FORD
2022 F250 EXTENDED CAB WITH UTILITY BODY
$59,578.50

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/19/2022	5750	Motor Pool	Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 13, 2023

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx 2-8	**¾ TON EXTENDED CAB TRUCK WITH UTILITY BODY** Vendor to provide chassis with Reading Model U98 Body, or equal, already mounted to chassis. Chassis Make_____ Model_____ Body Make_____ Model_____ Provide literature and specifications on product bid. State Warranty _____ Location of Installation _____ The Chassis are ¾ Ton Extended Cab Chassis with single rear wheels, gasoline engines and C.A. of 56 inches. Upon award, the City will purchase a minimum of two (2) trucks with utility bodies. The City may purchase up to six (6) additional trucks with utility bodies following the award of this bid.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

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

Price to be firm for a six (6) month period following the award of this bid.

City of Mobile Business license required. See Item 14 on reverse.

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

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

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

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

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

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

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

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CHASSIS SPECIFICATIONS

	YES	NO
1. ¾ TON CHASSIS	____	____
2. EXTENDED CAB	____	____
3. GASOLINE ENGINE	____	____
4. POWER WINDOWS, MIRRORS, AND DOOR LOCKS	____	____
5. SINGLE REAR AXLE	____	____
6. ALL WEATHER TIRES	____	____
7. AIR CONDITIONING	____	____
8. VINYL SEATS	____	____
9. CHASSIS COLOR TO BE WHITE	____	____
10. TOWING PACKAGE	____	____
11. SPARE TIRE WITH CRANK DOWN STORAGE	____	____
12. CAB TO AXLE – 56 INCHES	____	____

BODY SPECIFICATIONS

The Following MINIMUM are for a utility body- to be installed on new CAB//CHASSIS with factory receiver hitch. Cab to axle measure is 56 inches. Utility body is 97.25 inches long x 76 inches wide.

	YES	NO
1. Body Shell - The body shell is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The compartment tops and backs are to be a one-piece seamless design. All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, and resistance to corrosion.	____	____
2. Floor - The floor plate is to be constructed of a minimum of 12-gauge treadplate with a 13/8"return flange on each side. The side compartment back panel should overlap and interlock with the floor flange, providing support for the weight of the side compartment.	____	____
3. Understructure - Cross sills are to be constructed from 11-gauge steel with 50,000 psi minimum yield strength.	____	____
4. Tailgate - The tailgate is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The tailgate is to be a minimum of 12"high and be a slammable style.	____	____
5. Doors - The doors are to be constructed of 20-gauge two-sided A40 Galvanneal steel. The doors are to be double paneled with hat section reinforcements.	____	____
6. Hinges - Corrosion resistant all stainless steel continuous hinges are to be installed to provide full length support for the doors and pry-proof security with a built-in weather shield. Hinges are to be spot welded to the door frames and must be supported with a six-year warranty.	____	____
7. Rotary Latches - Zinc plated corrosion resistant rotary latches are riveted to the doors with non-corrosive aluminum rivets incorporating stainless steel mandrels. The rotary latches are to be slam-latchable. The latching cam is to be elongated to allow the latch to move vertically relative to the lock strike to prevent torsional damage.	____	____
8. Door Strikers - Adjustable strikers are to be affixed to the door frames with screws. (Welded-on door strikers are not acceptable.)	____	____
9. Door Seals - Automotive "bulb type" neoprene door seals are to be installed by the manufacturer of the body on all door frames.	____	____
10. Door Retainers - Double spring over center door retainers are to be installed on all vertical doors. Retainers need to hold doors in positive open or closed position. (Other types of retainers, like cables or chains, are not acceptable.)	____	____

11. Shelving - Shelves are to be constructed of 18-gauge bright spangled galvanized steel. All shelves are to have hemmed dividers on 4" centers. Shelves need to have a minimum capacity rating of 250 lbs. ____ ____

12. Shelving - 2 adjustable shelves with dividers street and curbside front vertical
1 adjustable shelf with dividers street and curbside rear vertical
1 adjustable shelf curbside horizontal. ____ ____

13. Exterior Prime Paint - The body is to be completely immersed in electro deposition gray epoxy prime paint featuring a zinc phosphate pre coat and seal for additional corrosion protection. Prime paint is to be oven cured to provide a hard, durable finish. ____ ____

14. Interior Paint - Interior paint is to be a mid-gloss, mar resistant, light gray finish. ____ ____

15. Final Paint - Factory painted white inside of compartments and exterior of body. ____ ____

16. Undercoating - The body is to be completely undercoated by the body manufacturer using a water base acrylic. ____ ____

17. Installation - The manufacturer of the body is to supply a recommended installation process along with detailed installation instructions that conform to all applicable Federal Motor Vehicle Safety Standards. Rear body-to-chassis mounting brackets need to incorporate bumper support as well as provide FMVSS 301 protection. Furthermore, the manufacturer of the body is to supply an owner manual describing the proper care and maintenance of the body for the user. ____ ____

18. Warranty - The following items are to be covered by a minimum six (6) year limited warranty to the first owner/user of record. ____ ____

19. No Rust-Thru Guarantee ____ ____

20. Continuous Door Hinges -Guaranteed not to fail to operate or come off product. ____ ____

21. Latches and Lock Cylinders -Guaranteed against failure. ____ ____

22. Shelves -Guaranteed not to fail in bending under a maximum 250 lb. rated load. ____ ____

23. Lighting - Lighting is to meet all FMVSS standards. The wiring harness is to be encased in a plastic loom and all wires are to be colored for ease of troubleshooting. The wire harness must have connectors that are compatible with Ford, GM, and Dodge chassis without splicing. The stop/tail/tum and backup lights are to be recessed in the rear of the body. The stop/tail/tum lights are to be clear-back style. The side marker lights are to be recessed in the body drip rail for protection. ____ ____

24. Interior Compartment - The rear compartments are to be illuminated from clear back style taillights. All Lighting compartments are to be illuminated with lights powered off taillight circuit. Manual toggle switches are required on each light. ____ ____

25. Lighting Wire - Wires must be retained by a fastening system. ____ ____

26. Retention Interior Light Guard and Warning Lights - Light guards are to be installed by the body manufacturer to provide protection for recessed stop/tail/turn, backup lights, and warning lights. The wiring harness needs to be protected also. ____ ____

27. Bumper - Drop step bumper with pintle recess cutout. ____ ____

28. Ladder rack Kargo master pipe rack constructed of 2" steel tubing, powder coated with a load rating of 1700 lbs. Cross bars are 62 inches wide. ____ ____

29. Bed liner Inside of body between compartments shall have a sprayed in bed liner applied. Spray in Bed liner shall be applied to the bottom of the open area as well as the sides up to the top of the compartments. Vendor shall also spray the tops of the compartments with the same Material as the sides and bottom of the center opening of the bottom. There shall be four (4) drain holes, one in each corner, each drain hole shall have an opening no less than %" open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water ____ ____

30. There shall be four (4) drain holes, one in each comer, each drain hole shall have an opening no less than 3/4% open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water. ____ ____

31. Four corner warning lights - Four (4) corner LED lights with rear round or square light heads recessed into the rear of the utility body Whelen brand LED or Equal – all LED with 5-year warranty. Front four (4) Corner Warning Lights shall not be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. ____ ____

32. Chassis to be provided with crank down spare tire mount with tire. Vendor shall make sure that both items are accessible with the body bid by bidder. ____ ____

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:5/23/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S.Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for 3 Elgin Pelican street sweepers for Public Services.
Capital stormwater fund.

Amount of Contract:

$828,882.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230517 Sansom Agenda Package POs	Cover Memo	5/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/18/2023 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
8364	2023	(F7000) MOTOR POOL	3 ELGIN PELICAN STREET SWEEPERS FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$828,882.00	(390715) SANSOM EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00008364-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.48050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/23	190715	04/12/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	STREET SWEEPER AS SPECIFIED: 2023 OR NEWER ELGIN PELICAN STREET SWEEPER.	3.00 EACH	276294.00000	828882.00

Additional Description Notes

2023 OR NEWER ELGIN PELICAN STREET SWEEPER. REQUESTED BY 2086 PUBIC SERVICE MAINTENANCE.

1 4050.70.00.0000.0000.0000.0000.0000.48050.
E E0156 .CAPEQUIPMT. . 828882.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 828882.00

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

Account	Amount	Remaining Budget
E E0156 .CAPEQUIPMT. .	828882.00	60589.54

Bill To	Requisition 00008364-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4050.70.00.0000.0000.0000.0000.0000.48050. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/23	190715	04/12/23			MOTOR POOL

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
4050.70.00.0000.0000.0000.0000.0000.48050.	828882.00	

STORM WATER EXP ARCHITECTURAL

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

Activity	Date	Clerk	Comment
Approved	04/20/23	KINA ANDREWS	Auto approved by: 910520042
Approved	04/20/23	MARC VASSALLO	
Approved	05/01/23	KINA ANDREWS	Auto approved by: 910520042
Approved	05/01/23	MARC VASSALLO	
Approved	05/16/23	KINA ANDREWS	Auto approved by: 910520042
Approved	05/16/23	MARC VASSALLO	
Approved	04/20/23	BRENDA RHODES	
Approved	04/20/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/20/23	RELYA MALLORY	Auto approved by: 910511034
Approved	05/01/23	BRENDA RHODES	
Approved	05/01/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/01/23	RELYA MALLORY	Auto approved by: 910511034
Approved	05/16/23	BRENDA RHODES	
Approved	05/16/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/16/23	RELYA MALLORY	Auto approved by: 910511034
Rejected	04/25/23	JOHN PAINE	per diane request
Approved	05/10/23	DONALD ROSE	Auto approved by: 9105paij
Approved	05/10/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/10/23	JOHN PAINE	
Approved	05/10/23	MICHAEL SPAFFORD	Auto approved by: 9105paij
Approved	05/17/23	DONALD ROSE	Auto approved by: 9105paij
Approved	05/17/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/17/23	JOHN PAINE	

Bill To	Requisition 00008364-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.48050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/23	190715	04/12/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 05/17/23 MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: EA816B01-BB77-4918-B2F2-DE921CD3633A

Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company, 1300 West Bartlett Road, Elgin, IL 60120 (Supplier).

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

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

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/15/2021 | 11:35 AM CST

Elgin Sweeper Company

DocuSigned by:
By: David Panizzi
67407721F3A64A7...
David Panizzi
Title: Business Development Manager
Date: 11/22/2021 | 8:45 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/22/2021 | 10:11 AM CST

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name:	Elgin Sweeper Co.
Does your company conduct business under any other name? If yes, please state:	Elgin Sweeper Co. Division of Federal signal
Address:	1300 W Bartlett Rd Elgin, IL 60120
Contact:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Phone:	847-622-7153 402385
HST#:	36-2351764

Submission Details

Created On:	Monday September 13, 2021 13:04:04
Submitted On:	Wednesday September 29, 2021 16:49:19
Submitted By:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Transaction #:	cd6ff737-3555-439f-821b-fc3b047a5759
Submitter's IP Address:	50.238.226.126

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Elgin Sweeper Company (Division of Federal Signal Corp.)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Elgin Sweeper Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	No other names	*
4	Proposer Physical Address:	1300 West Bartlett Rd. Elgin, IL 60120	*
5	Proposer website address (or addresses):	www.elginsweeper.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd. Elgin, IL 60120 dpanizzi@elginsweeper.com 847-622-7153	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Elgin Sweeper works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with 107 years of street sweeper design and manufacturing experience. We are focused on designing, manufacturing and distributing high-quality street sweeping equipment that serves municipal, governmental, industrial and institutional customers. We are focused on doing this with high regard for our employees and our environment.	*
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in street sweeper designs and product offerings.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Elgin Sweeper Co.has been manufacturing street sweepers for over 107 years. Today we are the leading manufacturer of sweepers for municipalities and governmental agencies in North America. We offer the the broadest selection of street sweepers across various sweeping technologies. We utilize mechanical, regenerative air, pure vacuum sweeper and we offer alternative fuels including CNG and hybrid electric sweeping. Elgin is a subsidiary of Federal Signal - a publicly traded company with more than $1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https//:www.federalsignal.com/annual-quarterly-reports	*
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sweeping model/technologies, we believe our market share to be 40+%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we are approximately 35% market share across all types of sweeping technologies.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Elgin Sweeper Co. and Federal Signal Corp. have never been the subject of a bankruptcy action.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-user. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Elgin is ISO 9001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Elgin Broom Bear - Contractor's Choice Awards GOLD for 2016, 2017, 2019 and SILVER for 2018 from Roads and Bridges Publication. 2019 Workforce Development Award from Elgin Area Chamber of Commerce (Elgin Development Group). Federal Signal Work Place Hazard Reduction Award for 2019 & 2020.	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 68%	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes as those are not tracked.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Again, annual sales volumes are unknown.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
City of Chesapeake, VA member #52040	Mike McColgan	(757) 382-3321	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweeper	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Street Sweepers	We are a public company and this is confidential information	We are a public company and this is confidential information	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Elgin has six Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President	*
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.	*
27	Service force.	Internally, Elgin has an Inside Service organization with seven technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sweeper is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the sweeper. History is showing that Elgin dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service starts from the delivery process with Sweeper installation/operation training. Shorty after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Elgin Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Elgin we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Elgin and our dealers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use street sweepers.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service any and all Sourcewell participating entities.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Elgin utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, You Tube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experiences the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMs, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sweeper as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.	*
40	Describe any technological advances that your proposed products or services offer.	We have a number of technological advances on current product offerings including single-engine sweepers. We use advance variable planetary drive system (VPD) to drive sweeper components without sacrificing sweep performance. This drive system is a unique technology for our industry. We currently offer this single-engine technology for two of our four air sweeper models. More are in development. We also have an electric-hybrid sweeper that is available mounted on a diesel or CNG powered chassis. Sweeping is powered electrically while the chassis propulsion and battery re-charging is done with the diesel or clean CNG chassis power. Our pipeline of development items is significant as well. Users will see a number of new products utilizing technological advances in the coming years. This is all attributable to our Engineering and Product Development group where we focus on employing new technologies for our products.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We have a working relationship and agreement with NASCAR Green, the sustainability arm of NASCAR sweeping. We have worked with them for approximately eight years and we are the exclusive sweeper for all major NASCAR events. We were chosen after comprehensive testing of our sweeper product and we were chosen because of benefits such as fuel efficiency and ability to design and deliver very specific features required for use on race tracks. We offer single-engine sweep technologies on several models and we are able to show improved fuel efficiency and noise reduction. This theme has continued most recently with development of our hybrid-electric sweeping technology that tis now available with our Broom Bear sweeper. Sourcewell members can look forward to additional "green" solutions in the near future.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Elgin Sweeper Company is committed to providing environmental solutions that reduce storm water runoff pollution and air pollution. Years ago we introduced our "Eco-Infused" Technology to our brand which is development platform that combines science and innovation to produce more environmentally efficient sweepers. From alternative fuel to waterless dust control to singled-engine sweeper technology to electric hybrid powered sweepers, Elgin is a technology leader in developing products that result in cleaner streets, water and air. We have been recognized by NASCAR green with a long-term partnership (9 years running) based on our ability to provide track sweeping and drying in the most efficient manner available.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Elgin's unique attributes include a full-line of street/road sweepers that can be configured for virtually any road sweeping application. The full line includes multiple units of purpose build mechanical, chassis mounted mechanical, regenerative air, pure vacuum sweepers, as well as alternative fuel. Our dealer network positions us to serve and support virtually any Sourcewell member in the US and Canada. We have long-term relationships with our dealer network which means we work well together and ultimately, our customers and Sourcewell members benefit. Together, and with our complete-line of sweeper offerings, we can focus on specific sweeping applications that would best serve our customers and Sourcewell membership. We do not need to push one technology or nudge customers in a certain direction as we offer all types of sweeping. We have a full service engineering department which provides tremendous flexibility to offer unique option requests to meet specific customer/member requirements. Lastly, our long relationship with Sourcewell means that we are familiar with member needs and also with vendor requirements - such as reporting and managing our contract effectively to the mutual benefit of all parties.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as brooms.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Elgin and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Elgin and our dealers. We have been know to assist our end user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a sweeper returned. If one of our sweepers was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their sweeper - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific seasonal specials in preparation for sweeping season. These are dealer specific.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment terms are established between the Elgin dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do most of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and u is net 30-days.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Egin dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example documents in the upload section.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The payment process for members is a transaction between Sourcewell member and Elgin dealer. I do not believe P-card transactions are used. We do not accept P-Card payments from our dealers. We have no hidden or undisclosed costs.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering our full-line of sweepers. Our pricing model is a simple 3% discount from list price on all sweeper products including options, exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sweepers. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. Used Sweepers, primarily from rental fleet, are generally late model and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and Elgin dealer. This allows members a method of obtaining a quality sweeper at a much lower initial acquisition cost.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For new equipment a 3% discount from list price applies. This discount applies to all Elgin manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted. Used equipment pricing will be negotiated and agreed to between member and Elgin dealer.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts could be considered on a case-by-case basis.	*
59	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Elgin. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our product are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Elgin sweeper-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sweepers. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary, we do not provide chassis pricing. We will provide chassis quote through our dealer at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the sweeper, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of street sweepers for this Sourcewell proposal is typically better than what we offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Elgin) and is not a line item past on to the member.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental, a full-line of street sweepers. We offer purpose-built mechanical sweepers, chassis-mounted mechanical, regenerative air and pure vacuum sweeping technologies. We also offer a number of our models utilizing alternative fuels including Compressed Natural Gas (CNG) and hybrid electric sweepers. Our product offering represents the most comprehensive line-up of full-sized street sweepers for use in municipal, county highway and state DOT applications. Because of recent popularity of renting sweepers, we are offering rental option for our line of sweepers as well as the sale of late model used sweeper equipment.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	Our focus is on street, highway, runway, construction, and large parking lot sweepers. Our subcategories include purpose-built, chassis-mounted diesel and alternative fuels including Compressed natural gas (CNG) and hybrid (electric) solutions. It should be noted that our sweepers have a comprehensive list of options and accessories that are available to customize our products for specific and geographic applications including waterless sweeping and high-altitude sweeping. These options are including in our offering.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	(•) Yes ( ) No	Eight different models with optional variations for specific sweeping applications.	*
71	Runway sweeping and cleaning equipment	(•) Yes ( ) No	We offer an option of our regen sweeper for higher speed runway and tarmac sweeping applications.	*
72	Litter, trash, and debris vacuums	(•) Yes ( ) No	Our regenerative air and pure vacuum sweepers are available with Catch basin hose that can add versatility to pick-up debris below surface grade or on/in street shoulders and parkways.	*
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	( ) Yes (•) No	Service parts are not offered.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Elgin Pricing Files.zip - Tuesday September 28, 2021 16:19:40
- Financial Strength and Stability - fss_2020_10k.pdf - Friday September 24, 2021 14:17:07
- Marketing Plan/Samples - 2021 Elgin Facebook - Sourcewell.pdf - Friday September 24, 2021 13:26:30
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Elgin Warranty Statement.jpg - Monday September 27, 2021 10:57:49
- Standard Transaction Document Samples - Elgin Transaction doc examples.zip - Friday September 24, 2021 13:27:10
- Upload Additional Document - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Monday September 27, 2021 13:52:39

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Panizzi, Business Development Manager, Elgin Sweeper Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

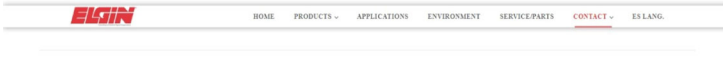
File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	☑	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	☑	2

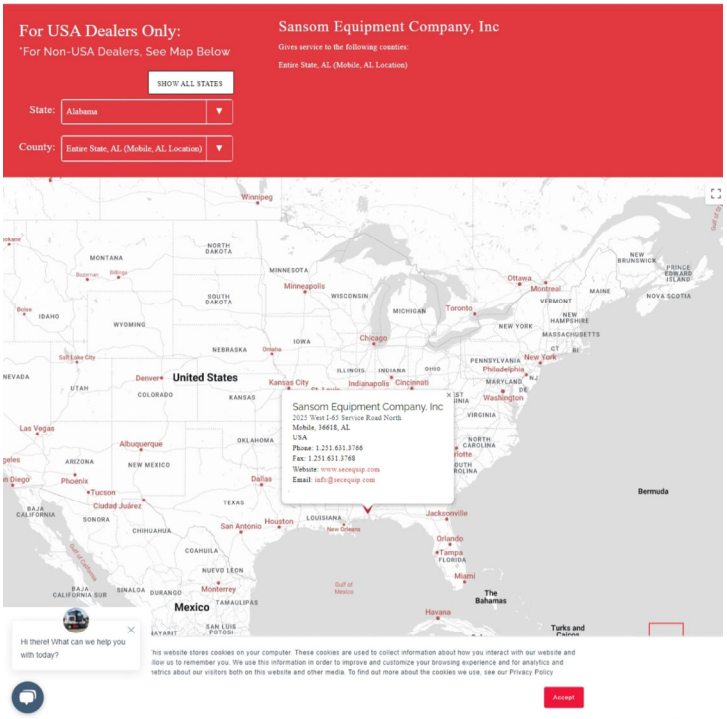
Elgin Sweeping #093021-ELG

Pricing for contract #093021-ELG offers Sourcewell participating agencies the following discounts:

- 3% discount off list price
- In addition to the discount off MSRP, volume discounts may be considered on a case-by-case basis







* Contact list best viewed in a modern browser such as Chrome, Firefox, or Edge.

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ELGIN

ELGIN QUALITY POLICY STATEMENT

"To provide products and services which consistently meet or exceed the requirements of our customers."

CONTACT

Phone: (847) 741-5370
Parts & Service: (877) 800-1111
sales@elginsweeper.com
1300 West Bartlett Road | Elgin, IL 60120

SWEEPERS

Crosswind1
Megawind
Whirlwind
Whirlwind1
Broom Badger
Broom Bear
Hybrid Broom Bear
Electric Broom Bear
Eagle
Pelican
Hybrid Pelican
RegenX
RegenX1
Road Wizard

FOLLOW US

ELGIN Built for clean. Backed for life.

ALSO OF INTEREST street sweeper Service Parts sweeper vacuum

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Mailing Address:
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www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for 2 Ford F150 Supercrew pickup trucks for MFRD.
Motor Pool capital fund.

Amount of Contract:

$82,432.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230517 Stivers Agenda Package POs	Cover Memo	5/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/18/2023 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
9828	2023	(1510) FIRE ADMINISTRATION	2 FORD F150 SUPERCREW PICKUP TRUCKS FOR MFRD (AL STATE CONTRACT)	$82,432.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00009828-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000
Fax 334-613-5018

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604
Delivery Reference
CHIEF JASON BROWNE

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK CAB & CHASSIS, WITH BODY AS FOLLOWS: Additional Description Notes --- 2023 F150 SUPERCREW 4WD AS PER STATE OF ALABAMA CONTRACT T*191 MASTER AGREEMENT MA22***3128-15 LINE 15 MODEL SERIES W1E COLOR WHITE 2023 FORD F150 4X4 PICKUP STATE CONTRACT T191 #MA220000003128-15 INCLUDES:3.3L V6 ENGINE, 10-SPD AUTO, 4X4,145” WHEELBASE, 5.5’ POWER WINDOWS, POWER DOOR LOCKS W;/INTEGRATED KEY TRANSMITTER KEYLESS POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING, 17” SILVER STEEL WHEELS Vendor Item Inventory Item/Loc 712	2.00 EACH	40872.00000	81744.00

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01522 .VEHICLEEXP. . 81744.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
VICTORIA RICHARDSON

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Bill To	Requisition 00009828-00 FY 2023
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 FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference CHIEF JASON BROWNE

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Delivery Reference CHIEF JASON BROWNE			
006	FREIGHT	2.00 EACH	344.00000	688.00
	Additional Description Notes --- DELIVERY: STATE CONTRACT PROVISIONS Vendor Item Inventory Item/Loc 14009			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			688.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference CHIEF JASON BROWNE			

Requisition Link

Requisition Total 82432.00

Bill To	Requisition 00009828-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	RICHARDSONV@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604
	Delivery Reference
	CHIEF JASON BROWNE

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP. .	82432.00	2044125.93

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	82432.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	05/17/23	JOHN PAINE	Requisition item removed chang
CCancelled	05/17/23	JOHN PAINE	Requisition item removed chang
Approved	05/16/23	CHARLES SUMRALL	
Approved	05/17/23	SHONNDA SMITH	
Approved	05/17/23	JAMES DELAPP	Auto approved by: 910518244
Approved	05/17/23	CASI CALLAWAY	Auto approved by: 910518244
Queued	05/17/23	CHARLES SUMRALL	Auto approved by: 910518244
Pending		SHONNDA SMITH	Auto approved by: 910518244
Pending		JAMES DELAPP	Auto approved by: 910518244
Pending		CASI CALLAWAY	Auto approved by: 910518244
Pending		DONALD ROSE	Auto approved by: 910518244
Pending		SANDRA LEWIS	Auto approved by: 910518244
Pending		JOHN PAINE	Auto approved by: 910518244
Pending		MICHAEL SPAFFORD	Auto approved by: 910518244

Authorized By: _____ Date: _____

Bill To	Requisition 00009828-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	RICHARDSONV@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604
	Delivery Reference
	CHIEF JASON BROWNE

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	8333173566

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2023

Documents

- Updated Ford_Bid_specs T191 5-23-22.pdf

Items

- Ford 2023 Order Bank Opening Updates.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Stivers Ford Disclosure and E Verify.pdf

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	33,098.00	Each
Ford Maverick	220000003128-6	21,360.00	Each
Ford Transit Cargo Van	220000003128-10	38,060.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	33,688.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	33,643.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	37,087.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	38,958.00	Each
Ford Diesel Engine Upgrade	220000003128-17	8,551.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	41,108.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,301.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	40,101.00	Each
Ford Diesel Engine Upgrade	220000003128-21	8,551.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	42,238.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,301.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	39,862.00	Each

1 2 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase orders to Schaefer Plastics North America LLC for 8500 95-gallon plastic garbage carts with assembly and distribution for Garbage Collection . General fund.

Amount of Contract:

$514,810.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230517 Schaefer Agenda Package POs	Cover Memo	5/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	5/18/2023 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
9831, 9839	2023	(2090B) GARBAGE COLLECTION	8500 95GAL PLASTIC GARBAGE CARTS WITH ASSEMBLY AND DISTRIBUTION (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$514,810.00	(297915) SCHAEFER PLASTICS NORTH AMERICA LC

Adopted:

_____

City Clerk

Bill To	Requisition 00009831-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
SCHAEFER PLASTICS NORTH AMERICA, LLC
10301 WESTLAKE DRIVE

CHARLOTTE, NC 28273

Tel#704-944-4500

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- HGAC CONTRACT #RC01-21 QUOTE # 000450-1			
001	ASSEMBLY & DISTRIBUTION W/ RFID SCAN: ONE (1) CART DELIVERED TO EACH HOME IN THE CITY (CITY-WIDE DEPLOYMENT). RFID TAG SCAN AT CURBSIDE TO ASSIGN CART TO HOME AND CAPTURE DELIVERY DATA (SERIAL #, RFID TAG #, GPS LOCATION, TIMESTAMP). DELIVERY DATA, INCLUDING ANY DELIVERY EXCEPTIONS (CUSTOMER REFUSAL, VACANT LOT, ETC.), IS AVAILABLE FOR VIEWING IN WISTAR (SCHAEFER'S ASSET MANAGEMENT SOLUTION) AND PROVIDED IN EXCEL FORMAT UPON PROJECT COMPLETION. EXCEPTION CODES ARE CUSTOMIZABLE BUT TYPICALLY INCLUDE CUSTOMER REFUSAL, VACANT LOT, & ADDRESS NOT FOUND. CITY MUST PROVIDE A STAGING AREA WITHIN CITY LIMITS. CUSTOMER MUST PROVIDE AN ADDRESS LIST IN THE REQUIRED FORMAT FOUR (4) WEEKS PRIOR TO A&D START DATE (EXCEL TEMPLATE PROVIDED). IF UNABLE TO PROVIDE AN ADDRESS LIST IN THE REQUIRED	8500.00 EACH	4.96000	42160.00

Bill To	Requisition 00009831-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
SCHAEFER PLASTICS NORTH AMERICA, LLC
10301 WESTLAKE DRIVE

CHARLOTTE, NC 28273

Tel#704-944-4500

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	FORMAT, ADDITIONAL FEES WILL BE APPLICABLE FOR DATA PREPARATION/ADDRESS LIST SCRUBBING			
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			42160.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
002	ASSEMBLY & DISTRIBUTION SERVICES - CITY TO PROVIDE LITERATURE TO BE ATTACHED TO CART UPON DELIVERY	8500.00 EACH	0.10000	850.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			850.00

Bill To	Requisition 00009831-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
SCHAEFER PLASTICS NORTH AMERICA, LLC
10301 WESTLAKE DRIVE

CHARLOTTE, NC 28273

Tel#704-944-4500

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 43010.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	43010.00	1547141.48
SANITATION EXP	OPERATING SUPPLIES	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	05/15/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	05/15/23	JAMES DELAPP	
Approved	05/15/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	05/17/23	DONALD ROSE	Auto approved by: 9105paij
Approved	05/17/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/17/23	JOHN PAINE	
Approved	05/17/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00009831-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SCHAEFER PLASTICS NORTH AMERICA, LLC	PUB WORKS - TRASH
10301 WESTLAKE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
CHARLOTTE, NC 28273	
Tel#704-944-4500	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00009839-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SCHAEFER PLASTICS NORTH AMERICA, LLC	PUB WORKS - TRASH
10301 WESTLAKE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
CHARLOTTE, NC 28273	
Tel#704-944-4500	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER HGAC CONTRACT RC01-21 AND QUOTE DATED 3-31-2023			
001	TRASH CONTAINER, 96 GALLON, NESTABLE, BODY COLOR - 793.0 EACH $57.33 $45,462.69 SANDSTONE, LID COLOR BLACK -, BODY HOT STAMP ON BOTH SIDES (EXISTING) IN WHITE WITH CITY LOGO, WHEELS - 10 INCH SUNBURST, CUSTOMER SERIAL NUMBER HOT STAMPED ON FRONT OF CART BODY IN WHITE, 2/3 ASSEMBLED WITH LID (DOWN), STOP BAR AND AXLE COMPONENTS, 96 GALLON, UNIVERSAL NESTABLE CART NIPA.	8500.00 EACH	53.50000	454750.00
	Additional Description Notes			
	VENDOR PROVIDING: 95Q000 - USD95Q 95 GALLON BAR CART: STANDARD COLOR BODY AND LID (BODY-SANDSTONE, LID- BLACK) 10" PLASTIC WHEELS BODY HOT STAMP CARTS ARE TO HAVE THE FOLLOWING : LID: ON THE SIDE FACING THE STREET TO HAVE THE WORDS “CITY SERVICES CALL 311”.			
	ON THE LID, BACK TOWARDS THE RESIDENT WILL BE THE WORDS “TO STREET” WITH 2 ARROWS POINTING TO THE STREET ON EITHER SIDE OF THE WORDS.			
	ALL WORDS AND ARROWS ON THE LID ARE TO BE WHITE			
	FRONT OF THE CART BODY TO HAVE THE WORDS “TO THE STREET” IN WHITE. TO HAVE RFID CHIP IN THE HANDLE.			

Bill To	Requisition 00009839-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SCHAEFER PLASTICS NORTH AMERICA, LLC	PUB WORKS - TRASH
10301 WESTLAKE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
CHARLOTTE, NC 28273	
Tel#704-944-4500	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2070.2090.2070.0000.0000.44020.			454750.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
002	FREIGHT	1.00 EACH	17050.00000	17050.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2090.2070.0000.0000.44020.			17050.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
	Deliver To PUB WORKS-SOLID WASTE			

Bill To	Requisition 00009839-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
SCHAEFER PLASTICS NORTH AMERICA, LLC 10301 WESTLAKE DRIVE CHARLOTTE, NC 28273 Tel#704-944-4500	PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/23	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Requisition Link

Requisition Total 471800.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	471800.00	1547141.48
SANITATION EXP OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	05/15/23	SHONNDA SMITH	
Approved	05/15/23	JAMES DELAPP	Auto approved by: 910518244
Approved	05/15/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	05/17/23	DONALD ROSE	Auto approved by: 9105paij
Approved	05/17/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/17/23	JOHN PAINE	
Approved	05/17/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 70DE48B8-2FB9-4DC5-994D-7E95FC915233

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Schaefer Systems International, Inc., hereinafter referred to as the Contractor, having its principal place of business at 10021 Westlake Drive, Charlotte, NC 28273.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

DocuSign Envelope ID: 70DE48B8-2FB9-4DC5-994D-7E95FC915233

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jan 01 2021 and ends Dec 31 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

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off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

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H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

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applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

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END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Schaefer Systems International, Inc.

Signature DocuSigned by: B7CC804FA0674FB...

Name Brett Belda

Title Vice President of Sales

Date 12/29/2020

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 1/4/2021

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

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benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

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Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

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Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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Attachment A
Schaefer Systems International, Inc.
Refuse and Recycling Containers & Lifters
Contract No.: RC01-21

H-GAC Product Code	Item Description	Offered Price	Minimum Qty
RC21A96	**Schaefer Systems International, Inc.** GMT120 32-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 52.25	100
RC21A97	**Schaefer Systems International, Inc** USD65M 65-gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" quick-release plastic wheels	$ 47.50	104
RC21A98	**Schaefer Systems International, Inc.** USD95Q 95-gallon capacity residential rollout cart; universal dumping design, injection molded, steel lower bar, 10" quick-release plastic wheels	$ 50.25	110
RC21A99	**Schaefer Systems International, Inc.** GMT240 64-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 56.25	110
RC21D65	**Schaefer Systems International, Inc.** GMT140 38-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 54.25	104
RC21D89	**Snyder Industries** 40 Gallon ECO-Tainer - 40 gallon capacity waste receptacle, lid has 4 openings for manual disposal, side load automated or manual unloading, double wall design, Rotational molded HDPE plastic resin, HDPE plastic resin is a class 2 recyclable resin. Base can be weighted up to 75 lbs, (10) standard colors.	$ 450.00	6
RC21D90	**Snyder Industries** 58 Gallon ECO-Tainer - 58 gallon capacity waste receptacle, lid has 4 openings for manual disposal, side load automated or manual unloading, double wall design, Rotational molded HDPE plastic resin, HDPE plastic is a class 2 recyclable plastic, Base can be weighted up to 75 lbs, (10) standard colors.	$ 575.00	6
RC21D91	**Snyder Industries** 200G - 200 gallon (0.992 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin, commercial/industrial container, side load application, molded-in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors.	$ 200.00	10
RC21D92	**Snyder Industries** 300G - 300 gallon (1.485 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin, commercial/industrial, side load application, molded in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors	$ 225.00	10
RC21D93	**Snyder Industries** 450G - 450 gallon (2.228 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin,commercial/industrial, side load application, molded in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors.	$ 300.00	10
RC21F37	**Schaefer Systems International, Inc.** USD35B 35 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 8" wheels.	$ 39.50	108
RC21F38	**Schaefer Systems International, Inc** USD65B 65 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" wheels.	$ 49.00	104
RC21F39	**Schaefer Systems International, Inc** USD95B 95 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 12" wheels.	$ 56.25	100
RC21F40	**Schaefer Systems International, Inc** USD65C 65-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 10" plastic wheels	$ 49.00	104
RC21F41	**Schaefer Systems International, Inc.** USD95C 95-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 12" plastic wheels	$ 56.25	105
RC21F42	**Schaefer Systems International, Inc** USD95M 95 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" quick-release plastic wheels	$ 50.25	105
RC21G105	**Schaefer Systems International, Inc.** GMT360 96-gallon capacity European-style refuse/recycling container, injection molded, 12" rubber wheels	$ 72.50	100

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RC21G106	**Snyder Industries** 70/30 Lid - fits on 200-300-450 Gallon Cans. Two piece lid. Rotationally molded HDPE plastic resin, commercial/industrial, (4) molded in hinge brackets, (4) plastic pins with clips, (8) lid mounting bolts, washers, and locking nuts, front lid is single wall design, bi-lingual instructions molded into plastic. (10) standard colors.	$ 125.00	10
RC21G107	**Snyder Industries** 50/50 Lid - fits on 200-300-450 Gallon Cans. Three piece lid. Rotationally molded HDPE plastic resin, commercial/industrial, (4) molded in hinge brackets, (4) plastic pins with clips, (8) lid mounting bolts, washers, and locking nuts. Front lids are double wall design. (10) Standard colors.	$ 165.00	10
RC21H127	**Schaefer Systems International, Inc.** USD35C 35-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 8" plastic wheels	$ 39.50	108
RC21H128	**Schaefer Systems International, Inc.** WISTAROne® Handheld RFID Reader	$ 875.00	1
RC21H129	**Schaefer Systems International, Inc.** WISTAROne® Service Verificaton Equipment - RFID Truck System w/ In-Cab Display - Per Truck Cost	$ 4,200.00	1
RC21H130	**Schaefer Systems International, Inc** WISTAROne® Monthly Data Subscription for Handheld Scanner &/or RFID Truck System (Minimum 1-Year Subscription)	$ 60.00	12 MONTHS
RC21H131	**Schaefer Systems International, Inc** WISTAROne® Asset Management Only Annual Subscription - 1-Year Subscription	$ 3,600.00	12 MONTHS

FORM E - PUBLISHED C
Offeror Name:
Notes: **(Important)**

Code or Part No.
FREIGHT
FTL.QTY
HS.PLATE
HS.APP
IML
RFID TAG
BARCODE
P.CART
N.CART
O.CART
GMT80
VENT
240.COMPOST
BEAR.KIT
20.INSERT
LID.LATCH
LID.LOCK
RUBBER.WHEEL
12IN.WHEEL
NS.COLOR
A&D

SMC.PROGRAM
W1.TTL.SLTN
LID.35
LID.65
LID.95
LID95M
LID65M
LID95Q
LID.120
LID.240
LID.360
PIN.1.BLK
AXLE.4.BLK
AXLE.5.BLK
CAP.1.BLK
WHEEL.12
WHEEL.21
WHEEL.11
WHEEL.02
WHEEL.01
WAX.27
WAX32
WAX24
WAX34
WAX23
WAX22
BAR.10
PUSH.2.PIN

OPTIONS	Procurement No.:	RC01-21

1) Use a single **Form E** for ALL Option/Accessory items and quote each on a single, separate line. **DO NOT** use multiple **Form E**'s… Add or insert additional lines as necessary.

2) Completely describe each item. Include the manufacturer's code or part number. Each item listed **MUST** have a unique code or part number so that it can be identified in any subsequest contract.

3) Options which replace standard equipment on a **Form D** Item should be priced net of any credit due for the replaced item.

4) Options which are upgrades/downgrades of a **Form D** Item should be priced at the differential amount between the cost of the **Form D** Item and the upgrade/downgrade option.

Option Description	Offered Price
Delivery terms are PPA unless otherwise noted on pricing worksheet	ACTUAL
Minimum discount for purchasing full truckload quantity. Additional discounts may be applied based on quantity required.	-$0.50
Hot stamp plate creation fee	$385.00
Hot stamping fee (per plate use). Fee may be waived for FTL QTY	$0.55
In-mold label applied to cart lid (standard size, 4-color process). FTL QTY mimimum. Quantity discouts may be applied.	$4.40
RFID tag embedded in cart handle	$1.93
Barcode hot stamp	$1.93
Plugged bar for any Schaefer "B" model cart	N/C
Plugged bar for any Schaefer "M" model cart	N/C
Plugged bar for Schaefer USD95Q model cart	N/C
GMT80 20-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$57.48
Venting - available on top or bottom, left or right of carts	$4.40
GMT240 Compostainer: Vents, grate and rain shield for GMT240 Cart - item RC21BI301	$33.00
Bear-resistant kitting of Schaefer carts (volume discounts available)	$137.50
20-gal insert for USD35B - item RC21AI294	$22.00
Lid latch (factory installed)	$7.70
Lid lock (factory installed)	$49.50
Swap standard plasttic wheels for rubber wheels	$5.50
Swap standard 10" plastic wheels for 12" plastic wheels (available on 95M & 95C only)	$3.30
Non-standard color upcharge. Pricing must be based on scope (quantity and color required)	TBD - SCOPE
Assembly and distribution services. Pricing must be based on scope of work.	TBD - SCOPE

SelectMyCart™ resident survey program includes 4" x 6" customizable mailer, Schaefer hoted website for resident responses and toll-free phone number selection option.	$1.27
Schaefer Systems International, Inc. WISTAROne® Asset Management & Service Verification Annual Subscription - 1-Year Subscription	$7,150.00
USD35B & USD35C cart lid	$13.20
USD65B & USD65C cart lid	$13.20
USD95B & USD95C cart lid	$14.30
USD95M cart lid	$13.20
USD65M cart lid	$12.10
USD95Q cart lid	$13.20
GMT80, GMT120 & GMT140 cart lid	$11.00
GMT240 cart lid	$13.75
GMT360 cart lid	$16.50
Lid pin for GMT carts (x4 per cart)	$0.28
Lid axle for USD65B, USD95B & USD95M	$1.10
Lid axle for USD65M & USD35B	$1.10
End cap for lid axles	$0.83
12" Plastic Snap On Wheel for USD95B	$6.60
10" Plastic Snap On Wheel for USD95Q, USD95M and USD65M	$5.50
8" Plastic Snap On Wheel for USD35B	$3.30
8" Rubber Wheel for GMT80, GMT120 GMT140 & GMT240	$4.68
12" Rubber Wheel for GMT360	$8.80
Wheel Axle for USD95B	$6.05
Wheel Axle for USD95M	$5.50
Wheel Axle for USD65B , GMT240 & GMT360	$6.05
Wheel Axle for USD65M	$5.50
Wheel Axle for USD35B	$4.13
Wheel Axle for GMT80, GMT120 & GMT140	$4.95
Universal Lower Lift Bar	$3.30
Push Pin for all Lower Lift Bars (x2 per cart)	$0.28

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that H-GAC or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Shonnda Smith, Senior Director of Parks and Recreation

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $110,000.00 in the General Fund Unassigned Fund Balance (Fund 1000) be allocated to Events; 1000.1004.44020.
The funds will be used to purchase holiday decorations.

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	5/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Williams, Lori	Approved	5/10/2023 - 9:37 AM
Budget	Sapp, Celia	Approved	5/12/2023 - 2:28 PM
Legal	Kern, Chris	Approved	5/17/2023 - 5:28 PM
Legal	Kern, Chris	Approved	5/17/2023 - 5:29 PM
Mayors Office	Montgomery, Brandi	Approved	5/18/2023 - 2:35 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $110,000.00 in the General Fund Unassigned Fund Balance (Fund 1000) be allocated to Events; 1000.1004.44020. The funds will be used to purchase holiday decorations.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor Stimpson and Councilmember Gregory District 7

Purpose and Scope of Project:

To accept contract with TTL, Inc. for professional services for the Myland Avenue Environmental Study

Amount of Contract:

$71,086.00

Funding Source

Project # C0771 ADEM Testing — **Discretionary Funds**

Project String — **Contract Number:**4458

Budget Amendment **REDUCE** **INCREASE**

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Myland Avenue Environmental Study	Resolution Letter	5/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	5/10/2023 - 12:06 PM
Capital	Rhodes, Brenda	Approved	5/10/2023 - 12:44 PM
Legal	Kern, Chris	Approved	5/11/2023 - 9:53 AM
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 3:19 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Myland Avenue Environmental Study

CAPITAL PROJECT # C0771 **DATE OF RECEIPT** _____

DEPT. PROJECT # 2023-3005-14

PROJECT DESCRIPTION Myland Avenue Environmental Study

CONTRACT AMOUNT $ 71,086.00

VENDOR NAME TTL, Inc.

VENDOR NUMBER 297899

DEPT # 3005 **DEPT NAME** Engineering

CONTRACT ADMINISTRATOR Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ **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: Lisa Roberts **Date** 5/8/2023

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Councilmember, Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	TTL, INC.
Project Name:	MYLAND AVENUE ENVIRONMENTAL STUDY
/COM Project#	2023-3005-14
Estimated Cost:	$71,086.00
Adopted:	

_____

City Clerk

MOBILE
ALABAMA

MYLAND AVENUE ENVIRONMENTAL STUDY

PROJECT NO. 2023-3005-14

ENGINEER:

TTL, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **TTL, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

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.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **TTL, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for the Investigation and Result Reporting Phase as set out in Section III.

PROJECT – MYLAND AVENUE ENVIRONMENTAL STUDY, City of Mobile Project No. 2023-3005-14. This is for environmental study at the former City of Mobile/Mobile County Firing Range on Myland Avenue. **The professional engineering consulting & investigation services may include environmental testing, preparation of exhibits/maps/cost estimates and summary technical memorandum as directed by the CITY ENGINEER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARDS - EPA Environmental Rules from Title 40 of the Code of Federal Regulations (40CFR) and Title 22 of the Code of Alabama 1975, § 22-22A-1 et seq. and ADEM Administrative Code 335.

II. STANDARDS

The CITY hereby retains the ENGINEER, and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of maps and any other assessments, results, and evaluations pertaining to this PROJECT, will meet the requirements for conformance with the Standards and applicable environmental practices, local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER 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 ENGINEER. 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 ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work for the PROJECT is divided into six (6) Tasks.

A. INVESTIGATION AND RESULT REPORTING

1. Background Soil Sampling – TASK 1

   a. Obtain existing mapping, existing utility records, GIS information, easement/right of way records and other relevant PROJECT records/documents.
   b. Perform background soil sampling and laboratory testing on four (4) samples as illustrated in Exhibit A. If site conditions dictate a change to the location of the four (4) sample locations, the location can be revised from Exhibit A, with the approval of the CITY ENGINEER.
   c. Calculate the mean and twice mean concentrations for each of the analyzed parameters.

2. Soil Berm Sampling – TASK 2

   a. Collect ten (10) samples from rifle range and fifteen (15) samples from the pistol range and perform laboratory testing on the samples (locations shown on Exhibit A).
   b. Toxicity characteristic leaching procedure (TCLP) analysis is included in the CONTRACT for the samples, if the laboratory results show the samples reach the levels meeting or exceeding the threshold to require a TCLP.

3. Monitoring Well Installation and Sampling – TASK 3

   a. Six (6) composite soil samples will be collected at six (6) monitoring well locations to determine elemental soil horizon impact.
   b. Six (6) monitoring wells will be installed at the soil boring locations.
   c. One (1) monitoring well location sample will be surficial at a depth of 0-1ft.
   d. Five (5) additional composite soil samples will be taken at a rate of one every five (5) feet (0-1ft, 1-5ft, 5-10ft, 10-15ft, 15-20ft).
   e. All six (6) samples will be tested in a laboratory and results collected.
   f. Soil samples will be described by an on-site environmental professional; soil will be scanned for the presence of ionizable vapors.
   g. The ENGINEER will collect a soil sample from the horizon that yields the highest Photoionization detector (PID) reading from the borehole.
   h. If elevated PID readings are not encountered, one (1) sample will be taken from the vadose zone for analysis of fvolatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs) and Resource Conservation and Recovery Act (RCRA) metals.
   i. Based on previous environmental assessments on the site, it appears the depth to the groundwater is 20-feet BLS. When groundwater is encountered, Type II monitoring wells will be constructed at location MW-01 to MW-06 shown on Figure 2 in Exhibit A. Collected groundwater samples will be tested in a laboratory and analyzed.
   j. Soil and groundwater samples collected from monitoring well MW-06 will be analyzed for explosives.

4. Surface Water Sampling – TASK 4

   a. Eight (8) surface water samples will be collected across CITY property.

b. Two (2) upgradient surface water samples and four (4) downgradient samples will be taken.
c. Surface water sample locations are shown on Exhibit A.
d. Samples will be laboratory tested and analyzed for VOCs, SVOCs, and RCRA metals.
e. Two (2) samples will be laboratory tested and analyzed additionally for picric acid.
f. If surface water is not flowing at the time of testing, the location(s) where no surface water is flowing will be omitted and only a sample from areas that have sufficient water will be collected.

5. Surveying – TASK 5
   a. All sampling point locations will be surveyed by a professional licensed surveyor in the state of Alabama to establish ground elevations and latitude and longitude.
   b. Each Type II monitoring wells will be surveyed to establish top of casing, ground elevations and the latitude and longitude to determine the directional flow of groundwater on the site.

6. Reporting – TASK 6
   a. The deliverable for the project will be a report which summarizes the field investigations on-site and off-site, soil boring and monitoring well construction logs, potentiometric surface map, saple-collection techniques and analytical methods, along with results of analyses of soil and groundwater samples.

B. PLANS AND SPECIFICATIONS

1. All documents, maps, Technical Memorandums, reports, prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
   a. All documents, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) copies of all documents, drawings, electronic files (one copy CADD/GIS and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

   b. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019, GIS or other electronic format agreed upon by the City. Unless specifically directed otherwise by

the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

IV. MUTUAL AGREEMENT

A. It is mutually agreed by the parties hereto as follows:

1. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

2. This CONTRACT may be terminated by the CITY for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

B. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

C. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. 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. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Investigating and Result Reporting services in accordance with the schedule and appropriate portion of Section III.A, of this CONTRACT six (6) months from the NOTICE TO PROCEED. Payment for work performed in Section III.A of this CONTRACT shall not exceed $65,086 (Sixty-five Thousand Eighty-six Dollars and Zero Cents).

   b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER 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 hourly rates in EXHIBIT C and shall not exceed $6,000 (Six Thousand Dollars and No Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases and Tasks) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $71,086 (Seventy-one Thousand Eighty- six Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER 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 ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER 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 ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER 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 ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:
ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. 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.

3. 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 ENGINEER.

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.

4. 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.

5. 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.

C. 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 - Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability.

2. Additional Insured - City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured.

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 - 30-day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

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.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER 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.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. 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.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. 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: _____

TTL, INC.

By: [signature]

Print: KENNETH M. BAILEY

Its: VICE PRESIDENT

Address: 3516 GREENSBORO AVE
TUSCALOOSA AL 35401

Telephone: 205|345-0816

STATE OF ALABAMA
CITY OF MOBILE

I, Lynn Smith, a Notary Public in and for said State and County, hereby certify that Kenneth Bailey, whose name as Vice President of TTL, INC. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

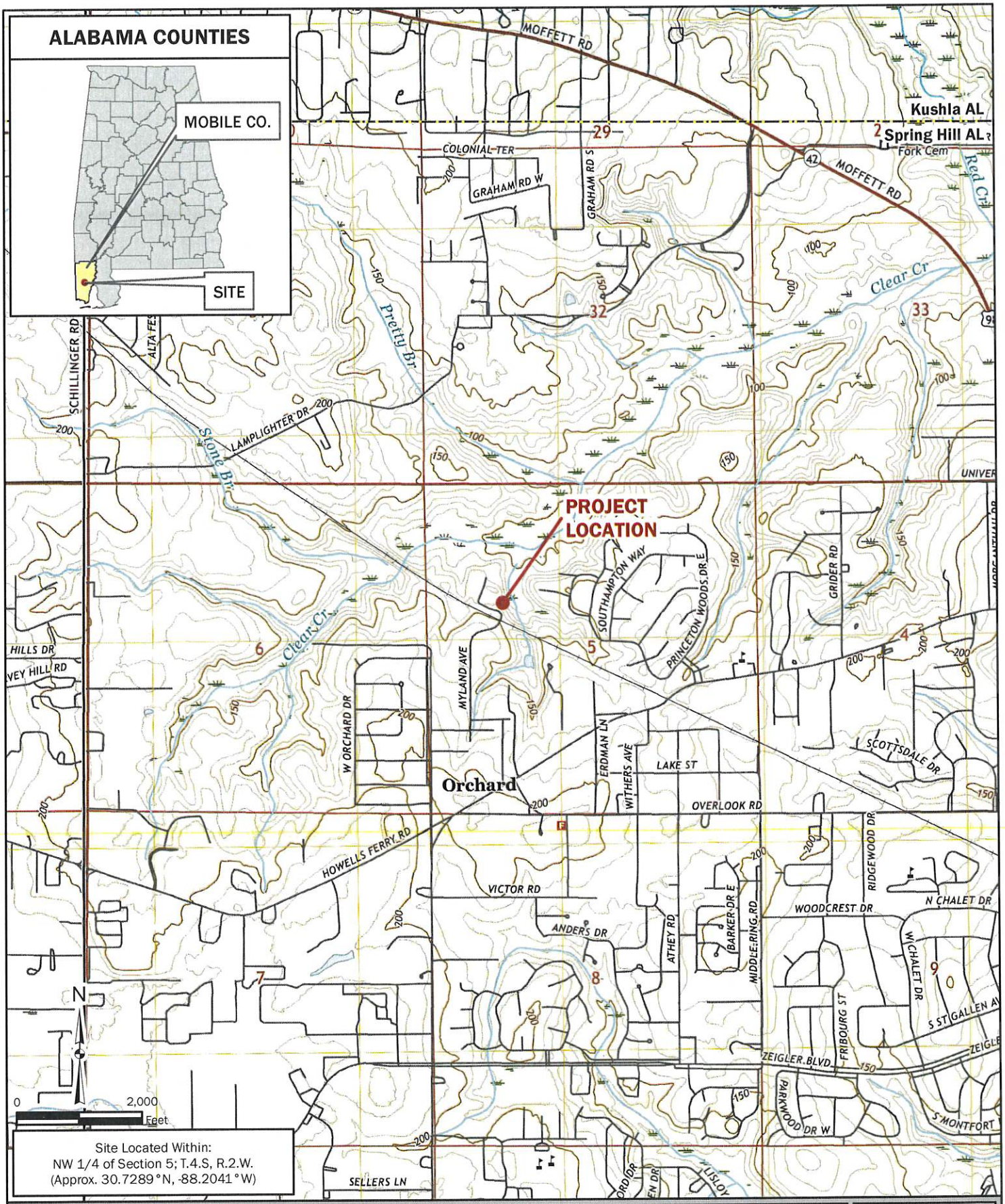
Given under my hand and notarial seal on this the 17 day of April, 2023.

[signature]
NOTARY PUBLIC

My Commission Expires: Oct 14, 2026

STATE OF ALABAMA NOTARY PUBLIC
LYNN SMITH
My Commission Expires
October 14, 2026

EXHIBIT A: PROJECT LOCATION



TTL

FIGURE 1: SITE LOCATION & TOPOGRAPHIC MAP

CITY OF MOBILE

FORMER CITY OF MOBILE FIRING RANGE

MOBILE, MOBILE COUNTY, ALABAMA

BASEMAP: Spring Hill, Alabama, USGS 7.5 Minute Quadrangle Map, 2018 (10-ft Contour Interval).

DRAWN BY: DEK	
CHECKED BY: RBC	
DRAWING DATE: 12/20/2022	
REVISION DATE: N/A	
TTL JOB NO.: 22-02-04719.00	
APPROX. SCALE:	1 in = 2,000 ft



TTL

FIGURE 2: SAMPLING LOCATION MAP

CITY OF MOBILE

FORMER CITY OF MOBILE FIRING RANGE

MOBILE, MOBILE COUNTY, ALABAMA

BASEMAP: Maxar Technologies, Vivid Advanced Imagery, 5/7/2022 (0.31 m Resolution).

DRAWN BY: DEK	
CHECKED BY: RBC	
DRAWING DATE: 12/20/2022	
REVISION DATE: N/A	
TTL JOB NO.: 22-02-04719.00	
APPROX. SCALE:	1 in = 400 ft

EXHIBIT B: PROJECT ESTIMATE

PROJECT – MYLAND AVENUE ENVIRONMENTAL STUDY, City of Mobile Project No. 2023-3005-14.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees design phase) to be paid the ENGINEER shall not exceed $65,086.00 **[Sixty-five Thousand Eighty-six Dollars and No Cents]**, unless authorized by the CITY.

CITY DISTRICT: District 7

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

TTL

2023 FEE SCHEDULE

Staff Position	Rate
Project Administrator I	$65.00 / Hour
Project Administrator II	$72.00 / Hour
Project Administrator III	$78.00 / Hour
Project Administrator IV	$84.00 / Hour
Project Administrator V	$95.00 / Hour
Project Administrator VI	$101.00 / Hour
Project Administrator VII	$109.00 / Hour
Project Administrator VIII	$114.00 / Hour
Project Technician I	$56.00 / Hour
Project Technician II	$58.00 / Hour
Project Technician III	$61.00 / Hour
Project Technician IV	$66.00 / Hour
Project Technician V	$72.00 / Hour
Project Technician VI	$79.00 / Hour
Senior Project Technician I	$87.00 / Hour
Senior Project Technician II	$92.00 / Hour
Senior Project Technician III	$98.00 / Hour
Senior Project Technician IV	$110.00 / Hour
Senior Project Technician V	$121.00 / Hour
Senior Project Technician VI	$127.00 / Hour
Senior Project Technician VII	$132.00 / Hour
Field Coordinator / Field Supervisor	$110.00 / Hour
NACE Level I Technician	$115.00 / Hour
NACE Level II Technician	$129.00 / Hour
NACE Level III Technician	$175.00 / Hour
NDT Steel/ASNT Level I Technician	$110.00 / Hour
NDT Steel/ASNT Level II Technician	$115.00 / Hour
NDT Steel/ASNT Level III Technician	$175.00 / Hour
NDT Steel/AWS Certified Welding Inspector	$110.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level I Inspector	$115.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level II Inspector	$125.00 / Hour
Metals QA/QC Manager I	$170.00 / Hour
Metals QA/QC Manager II	$175.00 / Hour
Metals QA/QC Manager III	$180.00 / Hour
Professional Land Surveyor I	$142.00 / Hour
Professional Land Surveyor II	$170.00 / Hour
Professional Land Surveyor III	$197.00 / Hour
Professional Land Surveyor IV	$215.00 / Hour
Project Professional I	$132.00 / Hour
Project Professional II	$144.00 / Hour
Project Professional III	$155.00 / Hour
Project Professional IV	$166.00 / Hour
Project Professional V	$178.00 / Hour
Project Professional VI	$187.00 / Hour
Project Professional VII	$200.00 / Hour
Senior Project Professional I	$207.00 / Hour

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

INVESTIGATION AND RESULT REPORTING.....$65,086.00

Base Contract Amount **$ 65,086.00**

Additional Services (If requested in writing by the City Engineer).....$ 6,000.00

Total Contract Amount including Additional Services **$ 71,086.00**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- CADD/GIS files of drawings
- Pdf's of drawings
- Lists, Maps, and Technical Memorandum and/or Report from Section III

EXHIBIT F: INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Crystal Jones	
Iron Mountain Insurance 2170 Highland Ave S, Ste 100 Birmingham, AL 35205	PHONE (A/C, No, Ext): (205) 849-0000	FAX (A/C, No): (205) 849-6069
	E-MAIL ADDRESS: certificates@imiteam.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	The Charter Oak Fire Insurance Company	25615
INSURER B :	The Phoenix Insurance Company	25623
INSURER C :	Travelers Property Casualty Company of America	25674
INSURER D :	The Travelers Indemnity Company of Connecticut	25682
INSURER E :	Scottsdale Insurance Company	41297
INSURER F :		

INSURED
TTL, Inc
3516 Greensboro Avenue
Tuscaloosa, AL 35401

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **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 [X] XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			630-8T79755A	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DRONE LIABILITY	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ Included
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			810-8T797247	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-9S950536	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-8T803375	01/01/2023	01/01/2024	[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
E	Pollution Liability			VRS0006373	01/01/2023	01/01/2024	Claim Limit Claims Aggregate Limit	$11,000,000 $12,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Mobile is included as an additional insured in regards to General Liability & Auto Liability as their interest may appear as per written contract. Coverage is primary and noncontributory. Umbrella follows underlying policy forms. Waiver of subrogation in favor of the certificate holder is included in regards to General Liability & Auto Liability. With the exception of non-payment the insurance company will endeavor to provide 30 days notice of cancellation to the certificate holder.

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



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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

4. For the purposes of Paragraph **1.** above:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

(1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess

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Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

(2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B –**

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UMBRELLA LIABILITY of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
   a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
   b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
   c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.
2. Coverage **C** of this insurance applies to "crisis management service expenses" that:
   a. Arise out of a "crisis management event" that first commences during the policy period;
   b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
   c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:
   a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
   b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.
4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE.**
5. A "self-insured retention" does not apply to "crisis management service expenses".
6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:
   a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:
      (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or
      (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

      For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or
   b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

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2. We have no duty to defend any insured against any "suit":
   a. Seeking damages to which this insurance does not apply; or
   b. If any other insurer has a duty to defend.
3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
   a. All expenses we incur.
   b. The cost of:
      (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
      (2) Appeal bonds and bonds to release attachments;

      but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.
   d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

   With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
   a. The limits of insurance afforded to such person or organization will be:
      (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
      (2) The limits of insurance of this policy;

      whichever is less; and
   b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:

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a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That

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representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

   b. Coverage for such organization does not apply to:

      (1) "Bodily injury" or "property damage" that occurred; or

      (2) "Personal injury" or "advertising injury" arising out of an offense committed;

      before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

   b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the

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limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";

2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or

3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and

2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. Asbestos

a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

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(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

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3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership,

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maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

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C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D., DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
   a. How, when and where the "event" or "occurrence" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
   c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.

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3. With respect to Coverage **A**, the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".
4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;

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b. You have paid all premiums due for this policy at the time you make such request;

c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing,

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excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

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T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:

   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;

   b. Next, to us; and

   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.

3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:

   a. A court decision; or

   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and

2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:

   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and

   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:

   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or

   b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

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5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

   a. Another insurance company;

   b. Us or any of our affiliated insurance companies;

   c. Any risk retention group;

   d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or

   e. Any similar risk transfer or risk management method.

   "Other insurance" does not include:

   a. Any "underlying insurance"; or

   b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

8. "Products-completed operations hazard":

   a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

      (1) Products that are still in your physical possession; or

      (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

         (a) When all the work called for in your contract has been completed;

         (b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

         (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

         Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

   b. Does not include "bodily injury" or "property damage" arising out of:

      (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

      (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

      (3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

   a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

   b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

   a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

   b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

   c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

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B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

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b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

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14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all

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"bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

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(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.

5. "Executive officer" means your:

a. Chief Executive Officer;

b. Chief Operating Officer;

c. Chief Financial Officer;

d. President;

e. General Counsel;

f. General partner (if you are a partnership); or

g. Sole proprietor (if you are a sole proprietorship);

or any person acting in the same capacity as any individual listed above.

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TRAVELERS

POLICY NUMBER: 630-8T79755A
EFFECTIVE DATE: 01-01-23
ISSUE DATE: 01-09-23

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

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CG D4 14 04 08	BLANKET ADDL INSD - WRITTEN CONTRACTS
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POLICY NUMBER: 630-8T79755A
EFFECTIVE DATE: 01-01-23
ISSUE DATE: 01-09-23

POLICYHOLDER NOTICES

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization .

   The insurance provided to such additional insured is limited as follows:

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   Duties Of An Additional Insured

   As a condition of coverage provided to the additional insured:

   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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POLICY NUMBER: 630-8T79755A

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 01-09-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Products-Completed Operations)	$ 20,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	$ 2,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	$ 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	$ 2,000,000

Designated Projects: EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS

Designated Locations: EACH PREMISES OWNED BY OR RENTED TO YOU

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.

2. The following replaces Paragraph **1.** of **SECTION III – LIMITS OF INSURANCE**:

   1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought;

   c. Persons or organizations making claims or bringing "suits"; or

   d. "Projects" or "locations".

3. The following replaces Paragraph **2.** of **SECTION III – LIMITS OF INSURANCE**:

   2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Project Aggregate Limit, all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

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(1) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Damages under Coverage **B**; and

(3) Medical expenses under Coverage **C**.

b. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Project Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

(2) The Designated Project Aggregate Limit applies separately to each "project".

(3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(4) The Designated Project Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The Designated Project Aggregate Limit for the applicable "project".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

c. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Location Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

(3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(4) The Designated Location Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

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(b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The General Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and

(b) Damages under Coverage **B**.

(2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE**:

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section, but only for purposes of the Designated Location and Designated Project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project sh own in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**
B. **BLANKET ADDITIONAL INSURED**
C. **EMPLOYEE HIRED AUTO**
D. **EMPLOYEES AS INSURED**
E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
G. **WAIVER OF DEDUCTIBLE – GLASS**
H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
J. **PERSONAL PROPERTY**
K. **AIRBAGS**
L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
M. **BLANKET WAIVER OF SUBROGATION**
N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-8T803375

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 01-09-23 ST ASSIGN:

POLICY NUMBER: 630-8T79755A ISSUE DATE: 01-09-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION
CONTINUED ON IL T8 03

ADDRESS:
CONTINUED ON IL T8 03

TUSCALOOSA
AL
35401

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 R3 (00) - 001

POLICY NUMBER: UB-8T803375

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN C ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN , BUT ONLY IF:1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NO TICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATI ON, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND2. WE RECEIVE SUCH WRITTEN REQUES T AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 01-09-23 ST ASSIGN:

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POLICY NUMBER: 810-8T797247 ISSUE DATE: 01-09-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 109 Columbiana Road Birmingham AL 35209	CONTACT NAME: Jackie Murk PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com
INSURED TTL, Inc. P.O. Drawer 1128 Tuscaloosa AL 35403-1128	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkley Insurance Company — 32603 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (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	$
A	Professional Liability			AEC905509006	06/01/2022	06/01/2023	Each Claim	$1,000,000
							Aggregate	$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
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

RSC Insurance Brokerage, Inc.

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EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared H. DEAN MCCLURE (affiant) who, being duly sworn says as follows:

President/CEO of TTL, 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 CEO for TTL, 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 TTL, INC. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 131102.

CEO of TTL, INC.

Sworn to and subscribed before me this the 17 day of April, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

LYNN SMITH
My Commission Expires
October 14, 2026

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	TTL, Inc.
Address	2743B Gunter Park Drive West Montgomery, AL 36109
Telephone	(334) 244-0766
E-Mail	sreeves@ttlusa.com

RFP/RFQ Solicitation Number	Project No. 2023-3005-14
Project Description	Subsurface assessment for soil and groundwater and surface water sampling at former firing range.
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 375 Female 75 Minority 60 Non-minority 385 Vets 15 Total #of Employees 445

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Sheryle G. Reeves, P.E.

Signature: Sheryle Reeves Date: 04/19/2023

Title: Principal Engineer / Vice President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Sheryle Reeves Title: Principal Engineer

E-mail:_ Phone: 205-345-0816

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount $ 65,086 Date: 03 / 30 / 2023

Description Subsurface assessment of soil and groundwater and surface water sampling at former firing range

Name of Bidder/Proposer: TTL, 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
Technical Drilling	205-758-7454	Drilling/installation of groundwater monitoring wells	10,950	16.7	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: TTL, Inc.

Contact Person: Sheryle Reaves Phone 205-345-0816 Email sreeves@ttlusa.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
	X	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
	X	**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.
	X	**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.
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
	X	**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.

	X	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**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.
	X	**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.
	X	**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For replacement of the operable wall wallcovering at the Arthur R. Outlaw Convention Center

Amount of Contract:

$108,500.00

Funding Source

Project # Arthur R. Outlaw Convention Center - Operable Wall Wallcovering Replacement CN-022-23 Rebid	**Discretionary Funds**
Project String C0581 Conv Ctr - Interior Renovations (20002000-48010)	**Contract Number:**4451
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CN-022-23 Rebid Arthur R. Outlaw Convention Center - Operable Wall Wallcovering Replacement	Cover Memo	5/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	5/11/2023 - 2:17 PM
Capital	Rhodes, Brenda	Approved	5/11/2023 - 2:42 PM

Legal	Kern, Chris	Approved	5/11/2023 - 2:56 PM
Mayors Office	Montgomery, Brandi	Approved	5/11/2023 - 3:11 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	TINDLE CONSTRUCTION LLC
Project Name:	ARTHUR R. OUTLAW CONVENTION CENTER – OPERABLE WALL WALLCOVERING REPLACEMENT
Project Number:	CN-022-23 REBID
Amount:	$108,500.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #
4451

PROJECT NAME: CONV CTR - INTERIOR RENOVATIONS

CAPITAL PROJECT #: C0581 (20002000-48010)

CONTRACT AMOUNT: $108,500.00 **DATE OF RECEIPT:** 5/04/23 B.R.

ARCHITECTURAL ENGINEERING PROJECT #: CN-022-23 REBID

PROJECT DESCRIPTION: TO REPLACE THE OPERABLE WALL WALLCOVERING AT THE ARTHUR R. OUTLAW CONVENTION CENTER (1 SOUTH WATER STREET).

VENDOR NAME: TINDLE CONSTRUCTION LLC

VENDOR NUMBER: 295183

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% ___ or

If different, indicate special rate ___

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 5/11/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Tindle Construction LLC
210 Saraland Boulevard South
Saraland, Alabama 36571

City of Mobile Business License Number: 100025
Secretary of State Registration Number: 000-038-231

for the following Project:
(Name, location and detailed description)

Arthur R. Outlaw Convention Center - Operable Wall Wallcovering Replacement
1 South Water Street
Mobile, Alabama 36602

CN-022-23 Rebid
To replace the operable wall wallcovering at the Convention Center

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:
(1198206838)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Seventy (70) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Eight Thousand Five Hundred and 00/100 Dollars ($108,500.00),

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subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$107,500.00
Contingency Allowance:	$ 1,000.00
Total Bid:	$108,500.00

Total Contract Sum: $108,500.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
(Row deleted)

Contingency Allowance	$1,000.00

Contingency Allowance: One Thousand and 00/100 Dollars ($1,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

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§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

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(Paragraphs deleted)
§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

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User Notes: (1279414840)

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Knight Sign Industries, Inc. has completed the contract CN-022-23 Rebid for Arthur R. Outlaw Convention Center – Marquee Information Board Replacement, 1 South Water Street, Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 3 6633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

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Ronnie W. Tindle, Project Manager
Tindle Construction LLC
210 Saraland Boulevard South
Saraland, Alabama 36571
Email: rtindle@tindleconstruction.net
(251) 463-2804

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

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.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $5,000,000 combined single limit each occurrence for bodily injury and/or property damage

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.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection

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with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
L-0.00	Cover Page	November 1, 2022
L-0.10	General Notes	November 1, 2022
L-0.20	Survey	November 1, 2022
L-1.20	Demolition Plan	November 1, 2022
L-2.00	Layout Plan	November 1, 2022
L-2.10	Staking Plan	November 1, 2022
L-5.00	Marquee Details	November 1, 2022
L-5.01	Marquee Details	November 1, 2022
L-5.02	Marquee Details	November 1, 2022

.4 Specifications

Section	Title	Date
DIVISION 1		November 1, 2022
011000	Summary	
01210	Allowances	
015100	Temporary Utilities	
017000	Execution and Closeout Requirements	
017800	Closeout Submittals	
017900	Demonstration and Training	
024100	Demolition	
031000	Concrete Forming and Accessories	
032000	Concrete Reinforcing	
033000	Cast-In Place Concrete	
051213	Architecturally-Exposed Structural Steel Framing	

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055000	Metal Fabrications
099113	Exterior Painting
013000	Administrative Requirements
014000	Quality Requirements

.5 Addenda, if any:

Number	Date
Addendum #1	December 20, 2022
Addendum #2	January 13, 2023
Addendum #3	February 22, 2023
Addendum #4	March 3, 2023
Addendum #5	March 13, 2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)
§ 9.2
(Paragraph deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707

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§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract:
Contractor: Tindle Construction LLC

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Donald W. Tindle, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Donald W. Tindle as President of Tindle Construction LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 25th day of April, 2023.

Mallari E. Fe
NOTARY PUBLIC
My Commission Expires: May 18, 2025

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User Notes:
(1279414840)

ARTHUR R. OUTLAW CONVENTION CENTER
OPERABLE WALL WALLCOVERING REPLACEMNT
CN-022-23REBID

QUOTE FORM:

Company Name: Tindle Construction LLC

Company Address: 210 Saraland Blvd. S. Saraland AL. 36571

Office Phone #: 251-675-6117 **Fax #:** 251-675-1777

City of Mobile Business License No.: 100025

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated February 6,2023, and all Addendum(a) No(s) 1,2 dated 1/6/2023, 3/13/2023, the undersigned does hereby propose to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Contractor shall deliver the work complete within thirty (30) calendar days from the written Notice to Proceed.

Quoters shall include sales and use taxes.

Quotes shall be provided in whole dollar amount with no cents.

Base Quote Amount: One Hundred Seven Thousand Five Hundred
Amount in Words
Dollars & No Cents $ 107,500.00
Amount in #'s

Contingency Allowance: One Thousand Dollars & No Cents $ 1,000.00
Amount in Words Amount in #'s

Total Base Quote Amount: One Hundred Eight Thousand Five Hundred
Amount in Words
Dollars & No Cents $ 108,500.00
Amount in #'s

Contact Phone #: 251-675-6117 **Cell #:** 251-463-2804

E-mail Address: rtindle@tindleconstruction.net mallorie@tindleconstruction.net

Signature: **Date:** 3/27/2023

Printed Name: Ronnie W Tindle **Title:** Project Manager/Estimator

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# CN-022-23 REBID Current Date 2/1/23

Project Description Replacing Wallcoverings on Operable Partitions

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.

It is imperative the fabric on the operable partitions match the surrounding conditions. There are a limited number of installers who can purchase the matching fabric from the manufacturer. Total contract will not exceed $90, 000.00.

Cassie Boatwright
Requested By (Department Director)

(Signature) Executive Director (Title) 02/01/2023 (Date)

Telephone Number boatwright@cityofmobile.org Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) February 9, 2023 (Date)

Approved By (CAO)

PERFORMANCE BOND

Bond No.: 7001258

CONTRACTOR:
(Name, legal status and address)
Tindle Construction, LLC
210 Saraland Blvd. S
Saraland, AL 36571

SURETY:
(Name, legal status and principal place of business)
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER:
(Name, legal status and address)
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

CONSTRUCTION CONTRACT
Date:
Amount: One Hundred Eight Thousand Five Hundred and 00/100***($108,500.00***)
Description:
(Name and location)
Arthur R. Outlaw Convention Center - Operable Wall Wallcovering Replacement
1 South Water Street, Mobile, AL 36602; CN-022-23 Rebid
For the removal of the existing Marquee, and construction and installation of new Marquee Information Board

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: One Hundred Eight Thousand Five Hundred and 00/100***($108,500.00***)
Modifications to this Bond: [XX] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Tindle Construction, LLC
Signature:
Name and Title: Donald W. Tindle - Owner

SURETY
Company: *(Corporate Seal)*
FCCI Insurance Company
Signature:
Name and Title: B. Doyle Campbell, Attorney-in-fact & Alabama Resident Agent

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:
BaySide Surety Brokerage, Inc.
1621 South University Blvd., Suite A4
Mobile, AL 36609
251-661-0745

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

B. Doyle Campbell

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, ____

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

PAYMENT BOND

Bond No.: 7001258

CONTRACTOR:
(Name, legal status and address)
Tindle Construction, LLC
210 Saraland Blvd. S
Saraland, AL 36571

SURETY:
(Name, legal status and principal place of business)
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER:
(Name, legal status and address)
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

CONSTRUCTION CONTRACT
Date:
Amount: One Hundred Eight Thousand Five Hundred and 00/100***($108,500.00***)
Description:
(Name and location)
Arthur R. Outlaw Convention Center - Operable Wall Wallcovering Replacement
1 South Water Street, Mobile, AL 36602; CN-022-23 Rebid
For the removal of the existing Marquee, and construction and installation of new Marquee Information Board

BOND
Date:
(Not earlier than Construction Contract Date)
Amount: One Hundred Eight Thousand Five Hundred and 00/100***($108,500.00***)
Modifications to this Bond: [xx] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: Tindle Construction, LLC *(Corporate Seal)*
Signature:
Name and Title: Donald W. Tindle - Owner

SURETY
Company: FCCI Insurance Company *(Corporate Seal)*
Signature:
Name and Title: B. Doyle Campbell, Attorney-in-fact & Alabama Resident Agent

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

BaySide Surety Brokerage, Inc.
1621 South University Blvd., Suite A4
Mobile, AL 36609
251-661-0745

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- **.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- **.2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature:
Name and Title:
Address:

SURETY
Company: *(Corporate Seal)*

Signature:
Name and Title:
Address:

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

B. Doyle Campbell

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, ____

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

Alabama Secretary of State

Tindle Construction, LLC	
Entity ID Number	000 - 038 - 231
Entity Type	Domestic Limited Liability Company
Principal Address	5501 6TH STREET SATSUMA, AL 36572
Principal Mailing Address	PO BOX 1092 SARALAND, AL 36571
Status	Exists
Place of Formation	Mobile County
Formation Date	01/13/2012
Registered Agent Name	TINDLE, DONALD W
Registered Office Street Address	210 SARALAND BLVD S SARALAND, AL 36571
Registered Office Mailing Address	210 SARALAND BLVD S SARALAND, AL 36571
Nature of Business	GENERAL CONSTRUCTION AND FRAMING
Organizers	
Organizer Name	TINDLE, DONALD W
Organizer Street Address	5501 6TH STEET SATSUMA, AL 36572
Organizer Mailing Address	PO BOX 1092 SARALAND, AL 36571
Organizer Name	TINDLE, DONALD W
Organizer Street Address	5501 6TH STEET SATSUMA, AL 36572
Organizer Mailing Address	PO BOX 1092 SARALAND, AL 36571
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	05/04/2020
Agent Mailing Address Changed From	TINDLE, DONALD W PO BOX 1092 SARALAND, AL 36571

Tindle Construction, LLC	
Transaction Date	05/04/2020
Registered Agent Changed From	TINDLE, DONALD W 5501 6TH STEET SATSUMA, AL 36572
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/26/2012 Certificate of Formation 4 pgs.
Document Date / Type / Pages	05/04/2020 Registered Agent Change 2 pgs.

New Search

E-Verify

Company ID Number: 1734568

Approved by:

Employer Tindle Construction LLC	
Name (Please Type or Print) Donald W Tindle	Title
Signature Electronically Signed	Date 09/03/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/07/2021

E-Verify

Company ID Number: 1734568

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Tindle Construction LLC
Company Facility Address	210 Saraland Blvd S Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	454182058
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tracy Granade
Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Evanston Insurance Company
INSURED Tindle Construction, LLC 210 Saraland Blvd. S Saraland AL 36571	INSURER B : Integon Insurance Company INSURER C : Evanston Insurance Company INSURER D : Carolina Casualty Insurance Company 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 ☒ OCCUR X Contractural Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	X	X	MKLV7PBC001369	11-15-2022	11-15-2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	2003582000-07	02-02-2023	02-02-2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	X	X	MKLV7EUL103228	11-15-2022	11-15-2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D	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	X	BNUWC0133930	11-13-2022	11-13-2023	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Convention Center Operable Wall Wallcovering Replacement Project Number: CN-022-23

City of Mobile is included as an additional insured in respects to General Liability, Automobile Liability, and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non Contributory with any other Insurance in force or which may be purchased by Additional Insured, Waiver of Subrogation applies, in favor of City Of Mobile with respect to General liability, Automobile Liability, Umbrella Liability and Workers Compensation and Employers Liability. 30 Day notice of cancelation, non renewal or material change shall apply, except 10 Days for non pay.

CERTIFICATE HOLDER

City of Mobile
Architectural Egineering Department
P.O. Box 1827
Mobil, AL. 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Tracy Granade <TG>

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AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To replace marquee at the Convention Center

Amount of Contract:

$208,704.00

Funding Source

Project # Arthur R. Outlaw Convention Center - Marquee Information Board Replacement CN-044-21

Discretionary Funds

Project String C0584 Conv Ctr Replace Marquee/Info Bds (20002000-48010)

Contract Number:4465

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
CN-044-21 Arthur R. Outlaw Convention Center - Marquee Information Board Replacement	Cover Memo	5/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	5/18/2023 - 9:15 AM
Capital	Rhodes, Brenda	Approved	5/18/2023 - 9:47 AM
Legal	Kern, Chris	Approved	5/18/2023 - 11:03 AM

Mayors Office	Montgomery, Brandi	Approved	5/18/2023 - 2:36 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	KNIGHT SIGN INDUSTRIES, INC.
Project Name:	ARTHUR R. OUTLAW CONVENTION CENTER – MARQUEE INFORMATION BOARD REPLACEMENT
Project Number:	CN-044-21
Amount:	$208,704.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CONV CTR REPLACE MARQUEE/INFO BDS

CAPITAL PROJECT #: C0584 (20002000-48010)

CONTRACT AMOUNT: $208,704.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CN-044-21

PROJECT DESCRIPTION: TO REPLACE EXISTING MARQUEE INFORMATION BOARDS AT THE CONVENTION CENTER (1 SOUTH WATER STREET).

VENDOR NAME: KNIGHT SIGN INDUSTRIES, INC.

VENDOR NUMBER: 298443

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 5/02/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Knight Sign Industries, Inc.
5959 Knight Avenue
Tuscaloosa, Alabama 35405

City of Mobile Business License Number: 267360
Secretary of State Registration Number: 000-010-796

for the following Project:
(Name, location and detailed description)

Arthur R. Outlaw Convention Center – Marquee Information Board Replacement
1 South Water Street
Mobile, Alabama 36602

CN-044-21
For the removal of the existing Marquee, and construction and installation of a new Marquee Information Board

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Seventy (70) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Eight Thousand Seven Hundred Four and 00/100 Dollars ($208,704.00), subject to additions and deductions as provided in the Contract Documents.

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Base Bid:	$205,704.00
Contingency Allowance:	$ 3,000.00
Total Bid:	$208,704.00

Total Contract Sum: $208,704.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
(Row deleted)

Contingency Allowance	$3,000.00

Contingency Allowance: Three thousand and 00/100 Dollars ($3,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

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§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

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(Paragraphs deleted)
§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA

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COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Knight Sign Industries, Inc. has completed the contract CN-044-21 for Arthur R. Outlaw Convention Center – Marquee Information Board Replacement, 1 South Water Street, Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Kevin Young, Senior Account Representative
Knight Sign Industries, Inc.
5959 Knight Avenue
Tuscaloosa, Alabama 35405
Email: KYoung@Knightsign.com
(205) 394-4928

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

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.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $5,000,000 combined single limit each occurrence for bodily injury and/or property damage

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.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any

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legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
L-0.00	Cover Page	November 1, 2022
L-0.10	General Notes	November 1, 2022
L-0.20	Survey	November 1, 2022
L-1.20	Demolition Plan	November 1, 2022
L-2.00	Layout Plan	November 1, 2022
L-2.10	Staking Plan	November 1, 2022
L-5.00	Marquee Details	November 1, 2022
L-5.01	Marquee Details	November 1, 2022
L-5.02	Marquee Details	November 1, 2022

.4 Specifications

Section	Title	Date
DIVISION 1		November 1, 2022
011000	Summary	
01210	Allowances	
015100	Temporary Utilities	
017000	Execution and Closeout Requirements	
017800	Closeout Submittals	
017900	Demonstration and Training	
024100	Demolition	
031000	Concrete Forming and Accessories	
032000	Concrete Reinforcing	
033000	Cast-In Place Concrete	

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051213	Architecturally-Exposed Structural Steel Framing
055000	Metal Fabrications
099113	Exterior Painting
013000	Administrative Requirements
014000	Quality Requirements

.5 Addenda, if any:

Number	Date
Addendum #1	December 20, 2022
Addendum #2	January 13, 2023
Addendum #3	February 22, 2023
Addendum #4	March 3, 2023
Addendum #5	March 13, 2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)
§ 9.2
(Paragraphs deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706

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§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract:
Contractor: Knight Sign Industries, Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Kevin Young, Senior Account Representative
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Tuscaloosa

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Kevin Young as Senior Account Rep. of Knight Sign Ind., Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 12th day of April, 20 23.

NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES MARCH 8, 2025

SANDRA N. GADDY NOTARY PUBLIC ALABAMA STATE AT LARGE

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(1684845000)

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: CN-044-21
PROJECT NAME: Arthur R. Outlaw Convention Center Marquee Information Board Replacement
PROJECT LOCATION: 1 S Water Street Mobile, Alabama, 36602

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and TSW dated November 1, 2022 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME: Knight Sign Industries, Inc.

ADDRESS: 5959 Knight Ave. Trussville, AL 35405 **PHONE** 205-345-5242

ALABAMA GENERAL CONTRACTOR LICENSE NO. 25382

CITY OF MOBILE BUSINESS LICENSE NO. 267360 (2022)

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 6300 06219

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [✓] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) calendar days from the date of the Notice to Proceed.

Base Bid: $ 205,704.00

Contingency Allowance: + $ 3,000.00

Total Base Bid: $ 208,704.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: Two Hundred, Eight Thousand, Seven Hundred and Four Dollars, ($ 208,704.00)
(Amount in Words) (Amount in Figures)

Additive Alternate #1:

N/A Dollars & No Cents $ .00
Amount in Words Amount in #'s

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

CONTINGENCY ALLOWANCE: $3,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: 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.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that

individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: Knight Sign Industries, Inc.
(Printed or Typed)

BY: Kevin Young
(Signature of Company Officer)

COMPANY OFFICER: Kevin Young
(Printed or Typed)

TITLE Sr. Account Manager **DATE** MARCH 14, ~~2022~~ 2023
(Printed or Typed)

Sworn to and subscribed before me this 14th day of March 2022

Kimberly Chandler
Notary Public

KIMBERLY CHANDLER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 17, 2026

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile

Date: 3-14-23

Name of Project: Arthur R. Outlaw Convention Center Marquee Information Board Replacement
Project Number: CN-044-21

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$ 15,367.00
ADD ALT. #1:	$
OPTION TWO BASE BID:	$
ADD ALT. #1:	$
ADD ALT. #2:	$

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder Knight Sign Industries, Inc.

Mailing Address 5959 Knight Ave., Tuscaloosa, AL 35405

***By (Legal Signature)** Kevin Young

*Name (type or print) Kevin Young (Seal)

*Title Sr. Account Manager

Telephone Number 205-345-5242

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, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

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, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Knight Sign Industries, Inc.
Address	5959 Knight Ave. Tuscaloosa, AL 35405
Telephone	205-345-5242
E-Mail	Kyoung@Knightsign.com

RFP/RFQ Solicitation Number	CN-044-21
Project Description	ARTHUR OUTLAW CONVENTION CENTER MARQUEE Sign Replacement
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male _____ Female _____ Minority _____ Non-minority ✓ Vets _____ Total #of Employees 56

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Kevin Young

Signature: Kevin Young Date: 3-14-2023

Title: SR. Account Representative

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: Kevin Young Title: SR. Account Representative

E-mail:_ Phone: Kyoung@Knightsign.com

1236

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # CN·044-21 Your Bid/Proposal Amount $ 208,704 ~ Date: 3 / 14 / 23

Description Arthur Outlaw Convention Center Marquee Sign Replacement

Name of Bidder/Proposer: Knight Sign Industries, 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
Concrete Solutions	(251) 420-9565	Concrete work	$ 26,000	13%	NO	
Meadows Electrical	(251) 450.0040	Electrical work	$ 8,000	4%	NO	
Castone	(864) 630-6775	Cast Stone Veneer & caps	$ 17,800	9%	NO	

1237

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Knight Sign Industries, Inc.

Contact Person: Kevin Young Phone (205) 394-4928 Email Kyoung@KnightSign.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

✓		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	✓	**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: NO ONE RESPONDED 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

✓ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. DID NOT GET RESPONSES FROM SEVERAL THAT WE CONTACTED AND SENT BID INVITES

Suggestions or comments to improve this program. _____

Bond No. GRAL55225

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Knight Sign Industries, Inc. _____, hereinafter called the Principal, and Granite Re, Inc. _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Two hundred eight thousand seven hundred four and xx/100 Dollars ($ 208,704 .00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, **Arthur R. Outlaw Convention Center Marquee Information Board Replacement (CN-044-21), 1 South Water Street, Mobile Alabama 36602**, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 19 day of April, 2023.

CONTRACTOR AS PRINCIPAL
Company: Knight Sign Industries, Inc.
(Corporate Seal)

By: Kevin Young
(Signature)

Name and Title: Kevin Young, Sr. Account Rep.

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: R Forrest Fitts
(Signature)

Name and Title: R. Forrest Fitts, Attorney-in-Fact

Resident Agent: R Forrest Fitts
(Signature)

Name and Title: R. Forrest Fitts, Attorney-in-Fact
Company Name: Fitts Agency, Inc.
Address: 1806 6th Street
Tuscaloosa, AL 35401
Phone and Fax: (205) 342-3500

Owner's Representative: AE Department
PO Box 1827
Mobile, AL 36633
(251) 208-7454

Bond No. GRAL55225

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Knight Sign Industries, Inc., as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the City of **Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of two hundred eight thousand seven hundred four and xx/100 ($208,704.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the _____ day of _____, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, **Arthur R. Outlaw Convention Center Marquee Information Board Replacement (CN-044-21), 1 South Water Street, Mobile Alabama 36602**, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint R. Forrest Fitts **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 19 day of April, 2023.

CONTRACTOR AS PRINCIPAL
Company: Knight Sign Industries, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Kevin Young, Sr. Account Rep.

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: R. Forrest Fitts, Attorney-in-Fact

Resident Agent: _____
(Signature)
Name and Title: R. Forrest Fitts, Attorney-in-Fact
Company Name: Fitts Agency, Inc.
Address: 1806 6th Street
Tuscaloosa, AL 35401
Phone and Fax: (205) 342-3500

Owner's Representative: AE Department
PO Box 1827
Mobile, AL 36633
(251) 208-7454

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint

T. GARY FITTS; R. FORREST FITTS; J. DAVID FITTS; THOMAS A. HUMBER; LUKE A. LAWRENCE; CHARLES F. HORTON, JR. TIMOTHY L. DONAHUE; CHERYL CAMAK; JULIE TUBBS; JEFFREY HOGG; RAVEN DAVIS its true and lawful Attorney-In-Fact(s) for the following purposes, to wit

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

T. GARY FITTS; R. FORREST FITTS; J. DAVID FITTS; THOMAS A. HUMBER; LUKE A. LAWRENCE; CHARLES F. HORTON, JR. TIMOTHY L. DONAHUE, CHERYL CAMAK, JULIE TUBBS, JEFFREY HOGG; RAVEN DAVIS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal; that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.

Kyle P. McDonald, Assistant Secretary

GR0800-1

Alabama Secretary of State

Knight Sign Industries, Inc.	
Entity ID Number	000 - 010 - 796
Entity Type	Domestic Corporation
Principal Address	5959 KNIGHT AVENUE TUSCALOOSA, AL 35405
Principal Mailing Address	PO BOX 1177 TUSCALOOSA, AL 35403
Status	Exists
Place of Formation	Tuscaloosa County
Formation Date	03/15/1965
Registered Agent Name	PHIFER, RUSSELL
Registered Office Street Address	5959 KNIGHT AVENUE TUSCALOOSA, AL 35405
Registered Office Mailing Address	5959 KNIGHT AVENUE TUSCALOOSA, AL 35405
Nature of Business	NEON SIGNS ETC
Capital Authorized	1000 @ $1.00PV
Capital Paid In	$2,000
Directors	
Director Name	PHIFER, RUSSELL
Director Street Address	5959 KNIGHT AVENUE TUSCALOOSA, AL 35405
Director Mailing Address	5959 KNIGHT AVENUE TUSCALOOSA, AL 35405
Incorporators	
Incorporator Name	TUSCALOOSA ADVERTISING INC
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	KNIGHT, CARL E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	KNIGHT, DORIS J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	

Knight Sign Industries, Inc.	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date Legal Name Changed From	10/23/1970 Tuscaloosa Neon Advertising Inc.
Transaction Date Legal Name Changed From	05/30/1986 Knight Electrical Displays, Inc.
Transaction Date Capital Amounts Changed From	12/22/2015 $8,000 Authorized $2,000 Paid In
Transaction Date Principal Office Changed From	12/22/2015 TUSCALOOSA, AL
Transaction Date Director/Manager/Organizer Activity	12/29/2020 PHIFER, RUSSELL
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/30/1986 Legal Name Change 4 pgs.
Document Date / Type / Pages	12/28/2015 Articles of Amendment 3 pgs.
Document Date / Type / Pages	12/29/2020 Articles of Amendment 2 pgs.

New Search

E-Verify

Company ID Number: 431939

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Knight Sign Industries, Inc.** **Jacquelyn Forgac**	
Name (Please Type or Print) ***Electronically Signed***	Title **07/14/2011**
Signature	Date
Department of Homeland Security – Verification Division **USCIS Verification Division**	
Name (Please Type or Print) **Electronically Signed**	Title **07/14/2011**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Knight Sign Industries, Inc.**
Company Facility Address:	**5959 Knight Ave.**
	Tuscaloosa, AL 35405
Company Alternate Address:	**P.O. Box 1177**
	Tuscaloosa, AL 35403
County or Parish:	**TUSCALOOSA**
Employer Identification Number:	**630499317**

E-Verify

Company ID Number: 431939

North American Industry Classification Systems Code:	339
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Jacquelyn A Forgac**		
Telephone Number:	**(205) 345 - 5242 ext. 108**	Fax Number:	**(205) 752 - 2847**
E-mail Address:	**jforgac@knightsign.com**		
Name:	**Russell M Phifer**		
Telephone Number:	**(205) 345 - 5242 ext. 123**	Fax Number:	**(205) 752 - 2847**
E-mail Address:	**rphifer@knightsign.com**		

KNIGSIG-01 BSAMS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Brandi Sams, CISR ELITE	
Fitts Agency Inc. 1806 6th Street Tuscaloosa, AL 35401	PHONE (A/C, No, Ext): (205) 342-3538	FAX (A/C, No): (205) 342-3467
	E-MAIL ADDRESS: bsams@fittsagency.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Knight Sign Industries, Inc. 5959 Knight Avenue Tuscaloosa, AL 35405	INSURER A : Phoenix Insurance Co	25623
	INSURER B : Travelers Property Casualty Co of America	25674
	INSURER C : Travelers Property Casualty Insurance Co	36161
	INSURER D : Alabama Self-Insured Worker's	
	INSURER E : Midwest Employers Casualty Co	23612
	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 X OTHER: as required by written contract	X	X	P-630-7K271487-PHX-23	4/1/2023	4/1/2024	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	810-8M968151-23-43-G	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	CUP-7K27478A-23-43	4/1/2023	4/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	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	P100996AL2023	1/1/2023	1/1/2024	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
E	Employers Liability			PTAL1290001	1/1/2023	1/1/2024	Incl. in Work Comp	
A	Installation			P-630-7K271487-PHX-23	4/1/2023	4/1/2024	Limit	200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Arthur R. Outlaw Convention Center - Marquee Information Board Replacement

City of Mobile, its officers, directors, and employees are Additional Insureds on a Primary & Non-Contributory Basis including Ongoing & Completed Operations with respects to General Liability, Auto Liability and Umbrella Liability (follow form) coverages when required by written contract. A Waiver of Subrogation applies in favor of City of Mobile, its officers, directors, and employees with respects to General Liability, Auto Liability, Umbrella Liability (follow form) and Workers Compensation coverages when required by written contract. A 30 Day Notice of Cancellation applies except for 10 days for non-payment of premium, not including Workers Compensation.

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Attached to this memo is a $1,190,045.00 construction contract between the City of Mobile and Blue Diving & Salvage, LLC. This project will restore the historic stream channel of Three Mile Creek, east of Dr. Martin Luther King, Jr Avenue. This segment of Three Mile Creek was bypassed with a flood control channel in the early 1980's to control flooding issues in the area. Since that time, approximately 1,800 linear feet of the historic channel has filled with an estimated 8,000 cubic yards of sediment. The intent of the project is to return and preserve natural flow to the historic channel and provide a linkage to the City and County Blueway efforts, improving water flow, habitat, and providing increased passive recreation opportunities for citizens. This contributes to the larger efforts to revitalize Three Mile Creek and the Three Mile Creek Watershed.

This project is funded by a National Fish and Wildlife Foundation (NFWF) Gulf Environmental Benefit Fund grant, entitled Mobile Bay Shore Habitat Conservation and Acquisition Initiative Phase II, which was awarded in 2015. This grant advances goals of conservation and protection of coastal habitat through land acquisition and restoration in and around Mobile Bay.

Amount of Contract:

$1,190,045.00

Effective Date of Contract:

5/23/2023

Funding Source

Project # Mobile Bay Shore Habitat Acquisition and Restoration Phase II

Discretionary Funds N/A

Project String G-NFWFII **Contract Number:**2020-2045-06

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds $1,190,045.00 **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	5/17/2023
Resolution	Resolution Letter	5/17/2023
Contract	Backup Material	5/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	5/17/2023 - 3:51 PM
Accounting	Threadgill, Randy	Approved	5/18/2023 - 11:19 AM
Legal	Kern, Chris	Approved	5/18/2023 - 11:27 AM
Legal	Kern, Chris	Approved	5/18/2023 - 11:27 AM
Mayors Office	Montgomery, Brandi	Approved	5/18/2023 - 2:39 PM

May 17, 2023

Dear Councilmembers:

Attached to this memo is a $1,190,045.00 construction contract between the City of Mobile and Blue Diving & Salvage, LLC. This project will restore the historic stream channel of Three Mile Creek, east of Dr. Martin Luther King, Jr Avenue. This segment of Three Mile Creek was bypassed with a flood control channel in the early 1980's to control flooding issues in the area. Since that time, approximately 1,800 linear feet of the historic channel has filled with an estimated 8,000 cubic yards of sediment. The intent of the project is to return and preserve natural flow to the historic channel and provide a linkage to the City and County Blueway efforts, improving water flow, habitat, and providing increased passive recreation opportunities for citizens. This contributes to the larger efforts to revitalize Three Mile Creek and the Three Mile Creek Watershed.

This project is funded by a National Fish and Wildlife Foundation (NFWF) Gulf Environmental Benefit Fund grant, entitled Mobile Bay Shore Habitat Conservation and Acquisition Initiative Phase II, which was awarded in 2015. This grant advances goals of conservation and protection of coastal habitat through land acquisition and restoration in and around Mobile Bay.

We look forward to continued communication on this important community project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

2023

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 they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	Blue Diving & Salvage, LLC
Project Name:	Mobile Bay Shore Habitat Acquisition and Restoration – Phase II NFWF Task 7 - Implementation Activities Three Mile Creek Dredging Project No. 2020-2045-06
Cost:	$1,190,045.00

Adopted:

_____

City Clerk

PROJECT MANUAL

FOR

NFWF GEBF

MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION – PHASE II

NFWF TASK 7 - IMPLEMENTATION ACTIVITIES
THREE MILE CREEK DREDGING

PROJECT NO. 2020-2045-06

BID PERIOD END DATE: MARCH 15, 2023



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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, March 15th, 2023 and then publicly opened and read in the atrium on the 1st floor of the Mobile Government Plaza.

Project No: **2020-2045-06**
Project: **MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION - THREE MILE CREEK DREDGING**

Project Description: **ENVIRONMENTAL RESTORATION**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Removal and disposal of approximately 21,202 CY of sediment from within the historic Three Mile Creek alignment to restore flow. Creation of a creek geometry as designed and annotated in the design drawings (awarded contractor may use mechanical or hydraulic dredging methods to perform the work).

Plans and contract documents may be inspected and obtained from the office of Moffatt & Nichol, Inc. (Address: 11 N Water Street, Suite 20220, Mobile, AL 36602; Phone: 225-610-1933 (or other local Moffatt & Nichol offices upon request)) upon payment of one-hundred dollars **($100.00 per set)**. This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts. No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on, March 3rd, 2023.

A Mandatory Pre-Bid Conference will be held at Department of Program and Project Management, 2nd Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Tuesday, February 28th, 2023 at 01:00 PM. Contractor representatives may attend in-person or virtually. Virtual attendance will count for bid eligibility using the following Zoom link:
https://moffattnichol.zoom.us/j/82716850361?pwd=NEExN1hTaUhVOUc3N3lEWjVpYWkrdz09&from=addon

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. 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 of Mobile, 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 of Mobile may incur by reason of such default.

In addition, the Contractor must furnish to the City of Mobile 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.

A time charge equal to Two Hundred Fifty dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

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. Bidders' license must include the Specialty Construction (H/RR-S)–Dredging, as listed in the State of Alabama Licensing Board for General Contractors Administrative Code Chapter 230-X-1-.27 6.a.8. Bidders shall indicate State License Number on outside of bid envelope.

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 **MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION – THREE MILE CREEK DREDGING**, City of Mobile Project No. **2020-2045-06**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES February 12th, 19th, AND 26th, 2023.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word “President”, “Secretary”, “Agent”, or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word “OWNER” appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the OWNER 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 **MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION - THREE MILE CREEK DREDGING**, City of Mobile Project No. **2020-2045-06**, 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:

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. Bidders' license must include the Specialty Construction (H/RR-S)–*Dredging*, as listed in the State of Alabama Licensing Board for General Contractors Administrative Code Chapter 230-X-1-.27 6.a.8. Bidders must provide previous examples of experience with a minimum of five similar projects. Bidders shall indicate State License Number on outside of bid envelope.

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 OWNER.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the Project Manager 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 OWNER.

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 OWNER; 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 OWNER for the entire Subcontractor's work, including failures or omissions and Permit requirements. The Owner's Representative 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 Owner's Representative 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 Owner's Representative 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 Project Manager. The Contractor shall provide sufficient material, labor, and equipment to insure 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 Project Manager 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 Owner's Representative 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 03.13.23

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 PROJECT MANAGER, as well as the premises

Project Name: **MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATIONTHREE MILE CREEK DREDGING**

Project No: 2020-2045-06
Project Description: Environmental Restoration
Major work items include: Dredging and Material Disposal

The Bidder further agrees to construct the improvements in **215** calendar 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, 2022 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, Department of Program and Project Management, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on, December 2nd, 2022. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE ($)	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE ($)
1	MOBILIZATION (600-A)	1	LS	$129,036.44	One Hundred Twenty Nine Thousand Thirty Six DOLLARS Forty Four CENTS	$129,036.44
2	GEOMETRIC CONTROLS (680)	1	LS	$31,000.00	Thirty One Thousand DOLLARS Zero CENTS	$31,000.00
3	CLEARING AND GRUBBING (201-A)	1	LS	$178,000.00	One Hundred Seventy Eight Thousand DOLLARS Zero CENTS	$178,000.00
4	DREDGING AND MATERIAL DISPOSAL (210-C)	21,202	CY	$36.28	Thirty Six DOLLARS Twenty Eight CENTS	$769,208.56
5	TEMPORARY SOIL EROSION AND TURBIDITY CONTROLS (665)	1	LS	$68,000.00	Sixty Eight Thousand DOLLARS Zero CENTS	$68,000.00
6	TRAFFIC CONTROL (740-A)	1	LS	$14,800.00	Fourteen Thousand Eight Hundred DOLLARS Zero CENTS	$14,800.00
				TOTAL BASE BID		$1,190,045.00

Base Bid

Total (All items listed in Proposal) $1,190,045.00

Written in words One Million One Hundred Ninety Thousand Forty Five Dollars

Number of working days to complete 153

Signature of Bidder _____
(If a firm or individual)

Address of Bidder 4032 Dauphin Island Pkwy, Mobile AL 36605

_____

By Blue Diving & Salvage, LLC

Signature of Bidder _____
(If a Corporation)

By _____
President

_____
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business Address _____

Business Address _____

Business Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

_____
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That_____
(Name of Contractor)

_____
(Address)

as Principal, and _____
(Name of Surety)

_____
(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 **MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION THREE MILE CREEK DREDGING, City of Mobile Project No. *2020-2045-06.***

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 _____ (Date)

_____(Contracting Firm)

Witness as to Principal By: _____(SEAL)

_____ (Name of Surety)

COUNTERSIGNED: _____

Alabama Resident Agent By_____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

1266

REGIONS

CASHIER'S CHECK

03/13/2023

61-1/620

5506434855

Blue Diving And Salvage LLC / Project# 2020-2045-06

Purchaser / Purchased For

TEN THOUSAND DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: City of Mobile

$10,000.00

Security Features Details on Back.

Regions Bank

Authorized Signature

Branch AL00180

CC000180

⑈5506434855⑈ ⑆062000191⑆ 0000074265 1⑈

BOND GSH3100015

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Blue Diving & Salvage, LLC 4032 Dauphin Island Pkwy, Mobile, AL 36605 as Principal and The Gray Casualty & Surety Company 1225 West Causeway Approach, Mandeville, LA 70471 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Million, One Hundred Ninety, Forty Five and 00/100--------- Dollars ($1,190,045.00) 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 April 21, 2023 (hereinafter called the Contract) for Mobile Bay Shore Habitat Acquisition and Restoration-Three Mile Creek Dredging Proj: 2020-2045-06 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 21st day of April 20 23.

In the presence of:

_____

_____

ATTEST: _____
(Signature)

Jennifer Lowe (Print)

ITS: PM | Director

Individual Principals sign here

_____ (SEAL)

_____ (Print)

_____ (SEAL)

_____ (Print)

_____ (SEAL)

_____ (Print)

(Corporate Name) Blue Diving & Salvage, LLC,

BY: _____
(Signature)

Don L Coleman III
(Print)

ITS: CEO / OWNER
(Title)

The Gray Casualty & Surety Company
(Surety sign here)(Corporate name)

BY: _____
(Signature)

Nina S. Glover
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST: Cindy Lowe
(Signature)

Cindy Lowe (Print)

ITS: Witness

Corporate Seal

Pathway Insurance Group
04/21/2023 09:32 432784806957

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSH3100015 **Principal:** Blue Diving and Salvage, LLC

Project: Mobile Bay Shore Acquisition and Restoration -Three Mile Creek Dredging - Project No: 2020-2045-06

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Joshua D. Russell, Robby Farmer, and Nina S. Glover of Fairhope, Alabama jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of April , 2023 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of April , 2023 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

BOND GSH3100015

ITEM VI
PERFORMANCE BOND

Type text here

KNOW ALL MEN: That we Blue Diving & Salvage, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

The Gray Casualty & Surety Company, 1225 West Causeway Approach, Mandeville, LA 70471
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million, One Hundred Ninety, Forty Five and 00/100--------dollars ($ 1,190,045.00 ----------), 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 APRIL 21, 2023, entered into a Contract with the Owner for Mobile Bay Shore Habitat Acquisition and Restoration Three Mile Creek Dredging Proj: 2020-2045-06 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 21st day of April 2023.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

(Corporate Name)
Blue Diving & Salvage, LLC

BY: _____
(Signature)

Don L Glenman III
(Print)

ITS: CEO / OWNER
(Title)

ATTEST:

_____
(Signature)

Jennifer Greene (Print)

ITS: Pres | Director
(Title)

(Surety sign here)(Corporate name)
The Gray Casualty & Surety Company

BY: _____
(Signature)

Nina S. Glover
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:

_____
(Signature)

Cindy Lowe (Print)

ITS: Witness
(Title)

Corporate Seal

Pathway Insurance Group
04/21/2023 09:32 432784806957

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSH3100015 **Principal:** Blue Diving and Salvage, LLC

Project: Mobile Bay Shore Acquisition and Restoration -Three Mile Creek Dredging - Project No: 2020-2045-06

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Joshua D. Russell, Robby Farmer, and Nina S. Glover of Fairhope, Alabama jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

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THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

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Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of April , 2023 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of April , 2023 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

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

A. INDEMNIFICATION: The CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. **Contractor hereby confirms and agrees that Contractor is not a person or entity who is licensed or authorized in this state to practice architecture, landscape architecture, surveying, engineering, interior design or geology, and not subject to Alabama Act 2021-318 regarding professional liability insurance, for the performance or obligations of this contract.**

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

    a. Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

    b. Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the Project Manager. 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 Project Management 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 Project Management 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, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

d. The OWNER reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Moffatt and Nichol, Inc., with direction from the City of Mobile Department of Program and Project Management. the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. 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.

7. 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.

8. 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.

9. 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, 2022 Edition, with all latest additions and modifications of the Department of Program and Project Management for the City of Mobile.

10. 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.

11. 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 specification

sections of Items 104 and 107 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition. There will be no compensation for this work.

12. 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.

13. 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 Project Manager 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.

14. 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).

15. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

16. 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).

17. 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.

18. 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.

19. 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 Project Manager shall be replaced at no additional cost to the project.

20. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.04(c) and 201.03(d) of the Standard Specifications.**

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21. The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. Project Managing 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.

22. 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.

23. **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 or Project Manager may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

24. 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.

25. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

26. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

27. 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. Project Manager shall retain one set. Prints and/or tapes shall be delivered to the Project Manager within one week after they are made.

28. 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.

29. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Project Manager that this has been accomplished. Notifying property owners is considered incidental to the project.

30. Any damage to private property beyond the limits of the Dredging Area or Material Transfer Areas as determined by the Engineer, shall be repaired at the Contractor's expense.

31. 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

negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

32. 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.

33. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the Plans. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

34. 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.

35. 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.

36. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

37. Workmen shall wear reflectorized vests, shirts or jackets.

38. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

39. **Supplementary General Conditions:**

a. The Three Mile Creek Dredging Project is located in Mobile County, Alabama immediately north of the Dr. Martin Luther King Jr. Ave bridge at the confluence of the historic Three Mile Creek alignment and the USACE Bypass Channel. The project consists of restoring the hydraulic flow through the historic Three Mile Creek extents by dredging and material transport to an approved off-site material disposal facility.

    i. The Project includes the following items in accordance with the Contract Documents:

        1. Mobilization
        2. Geometric Controls
        3. Clearing and Grubbing
        4. Dredging and Material Disposal
        5. Temporary Soil Erosion and Turbidity Control
        6. Traffic Control

b. The Contractor shall submit his complete plans and schedule for performing the work to the Engineer for approval prior to beginning construction. The Contractor's plans shall be furnished at his cost and expense for all work and equipment specified. They shall consist of such drawings as may be required for the prosecution of the work, materials in disposal area and procedures to ensure compliance with the required water quality standards. All drawings shall be submitted to the Engineer in triplicate. Approval of these drawings by the Engineer does not relieve the Contractor of any responsibility.

c. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, tides or similar physical conditions at the site; (4) the conformation and conditions of the site to be dredged and the site on which dredged materials are to be deposited; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by OWNER, as well as from the drawings and specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to OWNER.

d. OWNER assumes no responsibility for any conclusions, assumptions or interpretations made by the Contractor based on the information made available to it.

40. **Permit**

a. The work described in this project is to be done under the provisions of Corps of Engineer Permit No. SAM-2021-00187-JCC. The contractor is to review in detail the provisions contained in the permit and comply with all applicable provisions.

b. The Contractor shall be solely responsible for complete compliance with all requirements of the Department of the Army (Corps of Engineers) Permit Number SAM-2021-00187-JCC, (attached), and other regulatory agencies having jurisdiction over this work relation to dredging operations. This shall include, buy may not be limited to, Section 401 Water Quality Certification and the State of Alabama Coastal Consistency Concurrence issued by the State of Alabama Department of Environmental Management, and the Alabama Department of Environmental Management permit (Attachment H).

c. The Contractor shall establish and maintain quality control for environmental protection for all items set forth herein. The Contractor shall record on any problems in complying with laws, regulations, and ordinances, as well as project Permits and corrective action taken.

d. The Owner will notify the Contractor of any known non-compliance with the aforementioned Federal, State, or Local laws or regulations, Permits, and other elements of the Contractor's Environmental Protection Plan. Nevertheless, it remains the sole responsibility of the Contractor to comply with all applicable Federal, State, and Local laws and regulations, Permits, and all elements of the Environmental Protection Plan. If there is known non-compliance, the Owner will determine what action will be taken and such response will be transmitted to the Contractor by the Owner, which may include stopping construction of the work at the cost of the Contractor until the Contractor complies with the Environmental Protection Plan. It shall also be the Contractor's responsibility that all subcontractors comply with all applicable laws, regulations, Permit requirements, and all elements of the Environmental Protection Plan.

41. **Special Instructions**

a. Contractor shall coordinate in advance with the Owner for commencement of dredging operations. This will ensure the Contractor has unobstructed access to the dredge area.

b. Contractor must coordinate with the deputy director of urban forestry prior to trimming, pruning, cutting or removal of any tree outside of the waterway.

c. Contractor shall immediately document the date and location of each observed Apple Snail (*Pomacea maculata*) and Apple Snail Egg observed near the project site during construction, and notify the Engineer and Owner immediately.

d. The Contractor shall comply with all Federal, State, and Local sound control and noise level ordinances, regulations, and laws that apply to the Project Construction Site. All hauling and excavating equipment used on this work shall be equipped with satisfactory mufflers or other noise abatement devices.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Blue Diving & Salvage, LLC , 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: MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION - THREE MILE CREEK DREDGING

Project No: 2020-2045-06
Project Description: Environmental Restoration
Major work items include: Dredging

City of Mobile Project Number **2020-2045-06**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$1,190,045.00)** 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.

PROJECT MANAGER:

(6) Whenever the word "PROJECT MANAGER" is used, it shall refer to the PROJECT MANAGER 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 **Moffatt & Nichol, Inc.**

AUTHORITY OF THE PROJECT MANAGER:

(8) The PROJECT MANAGER 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 PROJECT MANAGER 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", 2022 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 PROJECT MANAGER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the PROJECT MANAGER 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 PROJECT MANAGER 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, 2022 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 PROJECT MANAGER.

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 PROJECT MANAGER 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 PROJECT MANAGER.

The PROJECT MANAGER 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 PROJECT MANAGER at any time prior to the completion of the work and its acceptance by the PROJECT MANAGER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the PROJECT MANAGER to be incompetent or disorderly, he shall be immediately discharged upon the request of the PROJECT MANAGER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the OWNER 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 OWNER 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 OWNER on application of the PROJECT MANAGER. 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 PROJECT MANAGER 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. Additionally, Contractor must procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the PROJECT MANAGER, 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 PROJECT MANAGER 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 PROJECT MANAGER 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 PROJECT MANAGER, it becomes necessary to insure the completion within the limit of time specified to this contract, the PROJECT MANAGER 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 PROJECT MANAGER, to ensue, the PROJECT MANAGER shall notify the OWNER 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 OWNER, 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 Project Manager 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 Project Manager shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by the City of Mobile under this contract is the National Fish and Wildlife Foundation Gulf Environmental Benefit Fund. 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:

(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.

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

GOVERNING LAW AND VENUE:

(29) This CONTRACT shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this CONTRACT shall be a court of proper jurisdiction in Mobile, Alabama. 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 which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

All notices of cancellation, requests, demands or other communications to OWNER shall be in writing and duly delivered to the following address for the 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

To Contractor: Blue Diving & Salvage, LLC
4032 Dauphin Island Pkwy
Mobile, AL 36605

SIGNATURE:

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

By:_____
William S. Stimpson, Mayor

_____
Date

BLUE DIVING & SALVAGE, LLC

By D L Coleman
Don L. Coleman, III

Title: CEO/Owner

05-17-23
Date

ATTEST:

_____
City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Don L. Coleman, III, whose name as an authorized signatory for Blue Diving & Salvage, LLC, 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 agreement, he/she, 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 17 **day of** May **, 2023.**

(SEAL) Christi T. Turner
Notary Public

My Commission Expires January 21, 2025

CHRISITE T. TURNER
My Commission Expires
January 21, 2025
NOTARY PUBLIC
STATE OF ALABAMA

ITEM X
SUPPLEMENTAL SPECIFICATIONS

A. Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

   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. SECTION 107, SUB-SECTION 107.21, *STORMWATER MANAGEMENT* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING STATEMENT:

   Costs connected with temporary soil erosion and sediment control will be paid for at the Contract Lump Sum Price for Temporary Soil Erosion and Sediment Control (Line Item 5).

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 201, SUB-SECTION 201.02 *MATERIALS* SHALL BE REPLACED WITH THE FOLLOWING:
   Use of herbicides to eradicate existing vegetation prior to clearing vegetation within the Dredging Area or any other areas will not be allowed during construction.

5. SECTION 201, SUB-SECTION 201.03 *CONSTRUCTION REQUIREMENTS, (d) Disposal of Materials, Paragraph 4* SHALL BE REPLACED WITH THE FOLLOWING:
   Burning of any vegetation, trees, shrubs, debris, or perishable materials will not be allowed during construction.

6. SECTION 201, SUB-SECTION 201.03 *CONSTRUCTION REQUIREMENTS*, (g) *Clearing*, 5. *Areas Where the Chipping of Timber and Spreading of Chips Are Required*.
   THE FOLLOWING LANGUAGE SHALL BE OMITTED: "The chips shall be loosely dispersed to eliminate any accumulation of a continuous blanket layer. The Contractor shall chip any debris created by the clearing operation and any pre-existing debris, such as dead trees and limbs, to leave the area suitable for mowing."

   THE FOLLOWING LANGUAGE SHALL BE INSERTED: "If wood chipping of any trees or shrubs is used during clearing within the Dredging Area, the chips must be distributed/loaded directly onto a barge or truck to be transported offsite and properly disposed at an approved facility."

7. SECTION 210, *EXCAVATION AND EMBANKMENT*
   THE FOLLOWING LANGUAGE SHALL BE INSERTED AT THE END OF THIS SECTION:
   "The dredging project limits are shown on the Plans, and extend from STA. 1+50 to STA. 18+00 within the Dredging Area (see Sheet C-101 in the Plans). Dredging within the project limits shall be performed to achieve a bottom elevation of–5 feet North American Vertical Datum of 1988 (NAVD88).

   Dredge Plan Lights: The Contractor shall display construction signal lights and conduct his operations in accordance with General Regulation of the Coast Guard Governing Lights and Day Signals. At a minimum, Contractor shall maintain proper lights each night, between the hours of sunset and sunrise, upon all floating plants connected with the dredge work, upon all ranges and other stakes in connection with it, when necessary in the opinion of the Engineer, and shall be responsible for all damages resulting from any neglect or failure in this respect.

The Contractor will be required to provide proper U.S. Coast Guard, Harbormaster and Corps of Engineers notification and to conduct the work in such a manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs any channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such as extend as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles and other marks placed by him under the Contact in navigable waters or on shore.

Material Transfer Area and Dewatering

The Contractor may use both the Material Transfer Area and Secondary Material Transfer Area for dewatering activities. However, **dredged material cannot be placed between the USACE Bypass Channel and the 'No-Fill' line delineated on Sheet G-102**. The only material that may be placed in this area during construction is the material (timber mats and crushed stone) required for crossing over the MAWSS subsurface infrastructure.

Contractor shall ensure that material is in a suitable condition (water content below approximately 50%) to be hauled to a disposal site or placed in a sealed, water-tight container Contractor may use mechanical means/methods (such as disking, rotating, working, etc., the material) to expedite material dewatering and drying to meet the water content requirements, but the Contractor shall not impede or damage any existing grade or features.

The Contractor may excavate/grade below existing grade within the Material Transfer Areas to construct any temporary berm or containment that may be required, however, the Material Transfer Areas shall be returned to pre-construction conditions as much as practically possible. Material resulting from the project's construction shall not be left on site.

Material Disposal Sites

The Contractor shall utilize the following material disposal sites (or other Engineer-approved location):

Brownlee Dirt Pit 4460 Lott Rd. Eight Mile, AL 36613 (251) 610-9674	**Lott Road Landfill** 4429 W Lott Rd. Eight Mile, AL 36613 (251) 456-5321	**Esfeller Corporation Landfill** 8230 Padgett Switch Rd. Irvington, AL 36544 (251) 295-0199

The contractor shall be responsible for proper disposition of the dredge material within the boundaries of the disposal area in accordance with the current permits.

Materials shall be excavated from the project site and placed in the disposal area in a manner to ensure that the water quality requirements are met at all times. The material must be properly contained to prevent sediment from entering adjacent wetlands or reentering the waterway. Dredging shall immediately cease at any time the water quality falls below acceptable limits. The Owner may monitor the Contractor operations for compliance with the permit condition for his own use. This does not relieve the Contractor of the responsibility to properly monitor and ensure his work complies with the permit conditions.

Contractor will be required to submit documentation of proper disposal of dredged material within fourteen (14) days after material disposal."

8. SECTION 600, MOBILIZATION, SUB-SECTION 600.01 **SHALL BE AMENDED** TO INCLUDE THE FOLLOWING:

   If heavy equipment is required to cross over existing utilities during construction within the Material Transfer Area, a utility crossing shall be constructed according to Sheet C-301 of the Plans.

   A Project Funding Sign shall be installed as soon as possible, in the location shown on Sheet G-102 and including the details provided in Attachment E – Sign Details.

9. SECTION 600, *MOBILIZATION*, SUB-SECTION 600.04, *Method of Measurement, (a) Partial Payment* Shall be replaced with the following:

   Sixty percent (60%) of the mobilization/demobilization Contract Lump Sum Price will be paid to Contractor upon complete mobilization to the Project Construction Site. The remaining forty percent (40%) will be paid to Contractor upon final acceptance of the work and completion of Final Clean-up.

10. **SECTION 680, GEOMETRIC CONTROLS,** SHALL BE **REPLACED** WITH THE FOLLOWING:

    General

    Contractor shall furnish all the materials, submittals, labor and equipment necessary to perform a pre-dredging and post-dredging survey. All surveys shall be performed by personnel who are under the direct supervision of a professional land surveyor licensed in the State of Alabama. Survey data shall reference the North American Datum of 1983 (NAD 83), Alabama West Zone, U.S. Survey Feet for horizontal control, and the North American Vertical Datum of 1988 (NAVD 88), U.S. Survey Feet for vertical control. Horizontal and vertical control shall be established by using the control points specified here and in the Plans (or as approved by the Engineer).

Control Point No.	Northing (ft)	Easting (ft)	Elevation (ft, NAVD88)
1	256,849.1082	1,789,456.4440	6.8290
2	257,145.1846	1,789,814.3990	8.9060
3	256,915.5872	1,789,794.6110	19.1165
4	257,622.3184	1,790,140.8400	2.3060

All suspected or known utilities, pipelines or other obstructions shall be probed in coordination with utilities/pipeline/obstruction owner and appropriately marked throughout the work.

The Dredging Area and Construction Limits shall be clearly marked throughout construction. Construction Limits shall be clearly marked/flagged prior to commencement of clearing and grubbing work.

Pre-Dredging Survey

Description

The Pre-dredging survey serves the purpose of checking for major changes in topography or bathymetry at the project site in the time between the design surveys and the period of construction. Pre-dredging survey is the baseline to measure impacts due to construction related activities.

Immediately after CONTRACTOR has completed Clearing and Grubbing, the pre-dredging survey can be performed. Survey data shall be collected along transects at each end of the Dredging Area (west end transition connecting to USACE Bypass Channel and north end transition to Historic Three Mile Creek), and along transects spaced every 100 feet of the construction alignment. The transects shall entirely capture the limits of the Dredging Area and extend an additional 25 feet to the Construction Limits boundary provided on the Plans (see Sheet C-101).

As part of the Pre-Dredging Survey, CONTRACTOR shall clearly stake, flag, or mark the following project features:

- Construction Limits (boundary)
- Dredging Area (top of slope)

Post-Dredging Survey

Description

Once Contractor has completed all dredging work within the Dredging Restoration Area and the Contractor believes the post-dredge template is within the tolerances of the design template, a post-dredging survey shall be completed.

Once directed that dredging operations are complete by the CONTRACTOR, the CONTRACTOR shall arrange for a post-dredging survey by an independent licensed Professional Land Surveyor (PLS) to be reviewed and accepted by the ENGINEER. In the event this survey indicated non-compliance with the lines and elevations shown in the Plans for the dredging template, the Contractor will rework the area to meet the established elevation and shall reimburse the Owner for all costs associated with this survey and any additional re-survey expenses associated with verification of the rework.

Submittals:

CONTRACTOR shall submit pre-dredging survey and drawings to the OWNER prior to commencing any dredging work. A report documenting the survey methodology, results, and a summary of associated interpretations and recommendations shall also be submitted to the Owner. Drawings shall clearly show transects, points, coordinates, and other relevant information. The survey shall also show the coordinates, top elevation and depth of ground cover for all pipelines, utilities, or obstructions, if any.

Pre- and post-dredging surveys submittal shall be signed and sealed by a professional land surveyor licensed in the State of Alabama.

Notification:

CONTRACTOR shall notify the OWNER no later than five (5) working days prior to performing pre- and post-dredging survey so that Owner and Construction Observer designee may accompany the survey crew and witness the work.

Basis of Payment:

CONTRACTOR may apply for payment on the monthly Application for Payment for the pre-construction hazard survey once the completed survey has been submitted to and accepted by the Owner. All costs connected with the pre-dredging survey will be paid for at the Contract Lump Sum Price for Geometric Controls (Line Item 002).

B. Submittals:

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Section specifies procedural requirements associated with Contractor submittals including the following:
   1. Contractor's Construction Schedule
   2. Submittal Schedule
   3. Shop Drawings
   4. Product Data

5. Samples
6. Construction Reports

B. Refer to General and Supplementary Conditions Sections for requirements associated with administrative submittals. Such submittals include, but are not limited to, the following:
   1. Performance and Payment Bonds
   2. Insurance Certificates
   3. Schedule of Values
   4. Applications for Payment
   5. List of Subcontractors
   6. Consent of Surety
   7. Waivers of Liens
   8. Contractor's Statements, Affidavits, and Certifications

1.2 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with purchasing, fabrication, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Coordinate transmittal of different submittals involving related elements so that processing will not be delayed by need to postpone review of submittals until related submittals are received.
   3. ENGINEER reserves right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
   4. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

B. Processing: Allow ENGINEER sufficient review time so that installation will not be delayed as a result of time required to process submittals, including time for resubmittals.
   1. Allow not less than 15 days for ENGINEER's review; allow additional time if processing must be delayed to permit coordination with subsequent submittals.
   2. If ENGINEER requires resubmittal of an item, process subsequent submittal in same manner as initial submittal.
   3. Allow 15 days for processing each resubmittal.
   4. Extension of Contract Time will not be authorized because of failure to transmit submittals to ENGINEER sufficiently in advance of Work to permit processing.

C. Submittal Preparation: Place an identification label or title block on each submittal.
   1. Submit one electronic (pdf) copy of each submittal unless otherwise indicated in another section of the specifications, or hard copies are required for other reasons.
   2. Furnish an adequate space on label, or beside title block on Shop Drawings, to record Contractor's review and approval markings.
   3. Include the following information on label or title block:
      a) Project name: Mobile Bay Shore Habitat Acquisition and Restoration – Phase II - Three Mile Creek Dredging

b) Name of ENGINEER: Moffatt & Nichol, Inc.
c) ENGINEER Project No. 10456-02
d) Date.
e) Contractor's name.
f) Supplier's name.
g) Manufacturer's name.
h) Related Specification Section number.
i) Drawing numbers and detail references, as appropriate.

D. Transmittal: Include a transmittal form or letter with each submittal.
1. On transmittal, record relevant information and, if appropriate, requests for data. On form or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations.
2. Include Contractor's certification that information complies with Contract Document requirements.
3. Submittals received from sources other than Contractor will be returned without action.

E. Delivery
1. Hand Deliver, Mail, or Email submittals to:

Attn: Gerald Songy, PE
Email: gsongy@moffattnichol.com
Moffatt & Nichol, Inc.
11 N. Water St, Suite 20220
Mobile, AL 36602

1.3 ENGINEER'S ACTION

A. Except for information-type submittals, ENGINEER will review and mark submittals to indicate actions taken and instructions to Contractor, and then return an appropriate number of copies to Contractor.

B. ENGINEER will affix to submittals a self-explanatory stamp, marked to indicate one of the following:
1. If marked "No Exceptions Taken," that portion of Work represented by submittal may proceed provided it complies with requirements of Contract Documents; final acceptance will depend on compliance.
2. If marked "Make Corrections Noted," that portion of Work represented by submittal may proceed provided it complies with noted corrections and requirements of Contract Documents; final acceptance will depend on compliance.
3. If marked "To be Revised and Resubmitted," do not proceed with purchasing, fabrication, delivery, or other similar Work activities associated with submittal. Revise submittal in accordance with notations; resubmit without delay.
4. If marked "Rejected--See Remarks," do not proceed with purchasing, fabrication, delivery, or other similar Work activities associated with submittal. Prepare new submittal in accordance with notations; resubmit without delay.

C. ENGINEER will review Contractor's Construction Schedule, Product List, Submittal Schedule, and other similar information-type submittals to determine if ENGINEER has objections to information contained therein. If it has no objections, ENGINEER will mark submittals "Action Not Required," and then return an appropriate number of copies to Contractor.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Within 10 days of date of Commencement of Work, but not later than date of submission of Schedule of Values, submit to ENGINEER three copies of horizontal bar chart-type Construction Schedule. Use the Critical Path Method (CPM) of network calculation to generate the Project Schedule.

B. Use a separate time-bar for each significant construction activity.

C. Provide a series of continuous vertical lines to identify first working day of each week.

D. Within each activity, identify the Duration (in working days), Early Start, Late Start, Early Finish, Late Finish, Total Float, and Total Cost. As Work progresses, update the schedule with actual percent completion and submit the updated schedule with each Application for Payment.

E. Clearly show the critical path.

F. Available float is owned by the project and shall not be considered for the exclusive use of either the Owner or the Contractor.

G. Prepare schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for entire construction period.

H. Coordinate Construction Schedule with Schedule of Values, Submittal Schedule, and Applications for Payment.

I. Indicate completion of Work in advance of date established for Substantial Completion; allow adequate time on schedule for ENGINEER's procedures necessary for Final Inspection, Correction of Punch list Items, and certification of Substantial Completion. If at any time the Contractor falls behind by more than 10% of the overall schedule based on cost, the ENGINEER reserves the right to require the Contractor to submit a recovery schedule showing that the Work will be completed on or before the date established for Substantial Completion. Such recovery schedule shall be submitted to the ENGINEER within 10 calendar days of request by the ENGINEER.

J. Unless ENGINEER objects to Contractor's initial construction schedule, one copy will be returned to Contractor marked "Action Not Required."

K. Update and resubmit Construction Schedule as follows:
   1. Submit three copies to ENGINEER with each Application for Payment.
   2. If an event occurs which adversely affects bar chart data, submit five copies of revised schedule to ENGINEER within five days of event giving rise to change.

L. Copies accompanying Applications for Payments will not be returned to Contractor. For those situations requiring submission of five updated copies, the ENGINEER will, unless it objects to modifications contained in updated document, return one copy to Contractor marked "Action Not Required."

1.5 SUBMITTAL SCHEDULE

A. Not later than date of submission of Contractor's Construction Schedule, submit to ENGINEER five copies of Contractor's Schedule of Submittals.

B. Prepare schedule in form of list that identifies each submittal as follows:
   1. Brief Description of submittal.
   2. Related Specification Section number.
   3. Planned date of submission.

C. Unless ENGINEER objects to Contractor's initial Submittal Schedule, one copy will be returned to Contractor marked "Action Not Required."

D. If an event occurs which adversely affects Submittal Schedule, submit five copies of revised schedule to ENGINEER within five days of event giving rise to change. Unless the ENGINEER objects to such revised document, one copy will be returned marked "Action Not Required."

1.6 SHOP DRAWINGS

A. Not Applicable.

1.7 PRODUCT DATA

A. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, and standard color charts. As a minimum, include data which documents the following:
   1. Manufacturer's printed recommendations.
   2. Compliance with specified industry and trade association standards.
   3. Compliance with recognized testing agency standards.
   4. Application of testing agency labels and seals.
   5. Notation of coordination requirements.

B. Where special data must be prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

C. Collect Product Data into a single submittal for each element of construction.

D. Highlight, encircle, or otherwise indicate deviations from Contract Documents.

E. If Product Data includes information on materials or options which are not required, mark copies to indicate applicable information.

F. Unless otherwise specified, submit to ENGINEER six copies of each submittal; two copies will be returned to Contractor.

1.8 SAMPLES

A. Not Applicable.

1.9 DAILY CONSTRUCTION REPORTS

A. Prepare a daily construction report which provides the following:
   1. Date of construction activity.
   2. Brief identification of Work activities and areas of execution.
   3. List of subcontractors on Project site.
   4. Approximate count of construction personnel on Project site.
   5. List of equipment and number of hours used on each.
   6. High and low temperatures, description of general weather conditions.
   7. Description of accidents.
   8. Description of emergencies and actions taken.
   9. Minutes of meetings conducted at Project site.
   10. Information about Work stoppages, delays, shortages and losses.
   11. Copy of orders and requests of governing authorities.
   12. Identification of services connected or disconnected.
   13. Description of tests conducted at Project site.

B. Submit one copy of each report to ENGINEER at weekly intervals; forward such copies by means ensuring ENGINEER's receipt not later than five days following latest report date.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

C. Project Meetings

PART 1 - GENERAL

1.1. SUMMARY

A. Section Includes: This Section specifies requirements associated with Project Meetings.

1.2. PRE-CONSTRUCTION MEETING

A. A pre-construction meeting will convene at the project site’s Material Transfer Area, located at 450 Butchers Lane, Mobile, AL 36617.

B. Engineer will notify Contractor of meeting date.

C. Owner, Engineer, and Contractor shall be represented at meeting by individuals authorized to conclude matters relating to Work.

D. Topics of discussion shall include the following:
   1. Schedule for commencement of Work and Substantial Completion
   2. Work sequence
   3. Designation of responsible personnel
   4. Work hours
   5. Change Order and Construction Change Directive procedures
   6. Application for Payment procedures
   7. Submittals
   8. Site access and utilization
   9. Material storage
   10. Environmental Protection and Project Controls
   11. Safety
   12. Housekeeping
   13. Security
   14. Temporary facilities
   15. Quality and Work standards
   16. Governing regulations
   17. Inspection and testing
   18. Protection
   19. Schedule for weekly progress meetings
   20. Other appropriate topics

1.3. PRE-INSTALLATION MEETING

A. Not Applicable (N/A)

1.4. PROGRESS MEETINGS

A. Progress meetings will be conducted at the project site (or other approved location), on a bi-weekly basis. Time of each meeting will be determined by mutual consent during pre-construction meeting.

B. Owner, Engineer, and Contractor shall be represented at meetings by individuals authorized to conclude matters relating to Work. Contractor may also require Subcontractors to attend meetings.

C. The Owner, Engineer, and Contractor will jointly review the actual progress of the project as compared to the as planned progress and to review planned activities for the upcoming two (2) weeks. The then current and approved schedule update shall be used for the purposes of this meeting and for the production and review of reports. The contractor will provide a written 2-week “look-ahead” schedule at each meeting.

D. Topics of discussion shall include the following:
   1. Revisions to minutes of previous progress meeting.
   2. Work progress.
   3. If progress is behind schedule, Contractor’s plan for expediting Work.

4. Schedule for work to be accomplished in the next 14 (fourteen) calendar days.
5. Accidents (bodily injury and property damage).
6. Quality and Work standards.
7. Status of proposed changes in Work, Change Orders, and Construction Change Directives.
8. Other appropriate topics.

1.5. CONSTRUCTION SCHEDULE

A. If meeting discussion identifies need to revise planned construction schedule, submit revised Contractor's construction schedule to Engineer as specified in the General Conditions of the Contract.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 50658

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

BLUE DIVING & SALVAGE LLC

MOBILE, AL 36605

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

H/RR-S: DREDGING, SC: UNDERWATER INSPECTION, CONSTRUCTION AND SALVAGE

until **November 30, 2023** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

30th day of **November, 2022**

190577

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

ATTACHMENT “A”

LOCATION


Prichard
Mobile
Mobile Bay
Three Mile Creek
Dr Martin Luther King Jr Ave
Pecan St
Butchers Ln
Bizzel St
Patton Ave
Belsaw Ave
USACE Bypass Channel
N
500 250 0 500 Feet
Hydraulic Restoration Area
Material Transfer Area
Secondary Material Transfer Area
moffatt & nichol
Q:\BR\10456-02\700_GIS\MapID_0009a_3MC_ProjectArea_ZoomedIn.mxd

ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nina Glover
Pathway Insurance Group 753 Nichols Avenue Fairhope AL 36532	PHONE (A/C, No, Ext): (251) 279-6373 FAX (A/C, No): E-MAIL ADDRESS: nina@pathwayinsgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Tower Group (formerly One Beacon)	
INSURER B: Progressive	
INSURER C: Ascot	
INSURER D: ALMA (USL&H) WC	
INSURER E: Manufacturers Alliance State Act WC	
INSURER F: Markel International Insurance	

INSURED: Blue Diving and Salvage, LLC, 4032 Dauphin Island Parkway, Mobile AL 36605

COVERAGES **CERTIFICATE NUMBER:** CL1992600164 **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] Marine CGL, [X] Ship Repairers/Salvors Legal Liab. GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			B5JH27823	10/07/2022	10/07/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 50,000 $ 5,000 $ Included $ 2,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			06662775	03/30/2022	03/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			MAXS2110002579-02	11/01/2022	11/01/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
D/E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ALMA01538(USL&H)E-0770705	03/30/2022	03/30/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	D-USL&H /E-State $ 1,000,000 $ 1,000,000 $ 1,000,000
A/F	A-Hull & P&I F-MEL (3/30/2022-3/30/2023)			A-B5JH27823 F-B17062004818	10/07/2022	10/07/2023	Protection & Indemnity Per Occurrence	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Mobile is included as Additional Insured in respect to General Liability and Umbrella Liability when required by written contract as per policy terms & conditions. All policies except Workers Compensation shall be Primary and Non Contributory with any other insurance force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Hired Non Owned Auto Liability, Umbrella Liability and Workers Compensation and Employers Liability when required by written contract as per policy terms & conditions. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 day for non-payment)

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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ATTACHMENT “C”

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

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, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

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, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Blue Diving & Salvage, LLC
Address	4032 Dauphin Island Pkwy, Mobile AL 36605
Telephone	251-525-1866 / 800-882-5043
E-Mail	info@bluediverllc.com

RFP/RFQ Solicitation Number	2020-2045-06
Project Description	Mobile Bay Shore Habitat Acquistion and Restoration - Phase II
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets X Total #of Employees 7

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Don L Coleman III

Signature: _____ Date: March 13, 2023

Title: CEO / Owner

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Don L Coleman III Title: CEO / Owner

Better search format not using NAICS

E-mail:_ Phone: don3@bluediverllc.com 251-370-0701

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, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # 2020-2045-06 Your Bid/Proposal Amount $ $1,190,045.00 Date: 03 / 13 / 2023

Description Mobile Bay Shore Habitat Acquistion and Restoration - Phase II

Name of Bidder/Proposer: Blue Diving & Salvage, LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Innovative Contracting Services	241-490-4027	Hauling	$142,805.40	12%	Yes	
Esfeller Contruction	251-957-2210	Hauling	$178,506.75	15%	No	
Heavy Machines Inc	251-653-5955	Equipment Rental	$154,000.00	13%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Blue Diving & Salvage, LLC

Contact Person: Don L Coleman III Phone 251-370-0701 Email don3@bluediverllc.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
X		**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.
X		**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.
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
X		**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.

Better search format not using NAICS

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**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.
X		**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.
	X	**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. Using DBE to the company's full capacity. Owns seven dump trucks.

Suggestions or comments to improve this program. Better search format not using NAICS codes. More geographically relevent results.

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Don L. Coleman III (affiant) who, being duly sworn says as follows:

President/CEO of Blue Diving & Salvage LLC .

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Owner for Blue Diving & Salvage LLC 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 Blue Diving & Salvage, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1583171 .

CEO of Blue Diving & Salvage, LLC

Sworn to and subscribed before me this the 13 day of March , 2023

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

CHRISITE T. TURNER
My Commission Expires
January 21, 2025

ATTACHMENT “D”

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2020-2045-06
PROJECT NAME: MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION - THREE MILE CREEK DREDGING

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. **2020-2045-06**
PROJECT NAME: MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION - THREE MILE CREEK DREDGING

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____day of _____, 20___. By: _____

Title: _____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The Contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

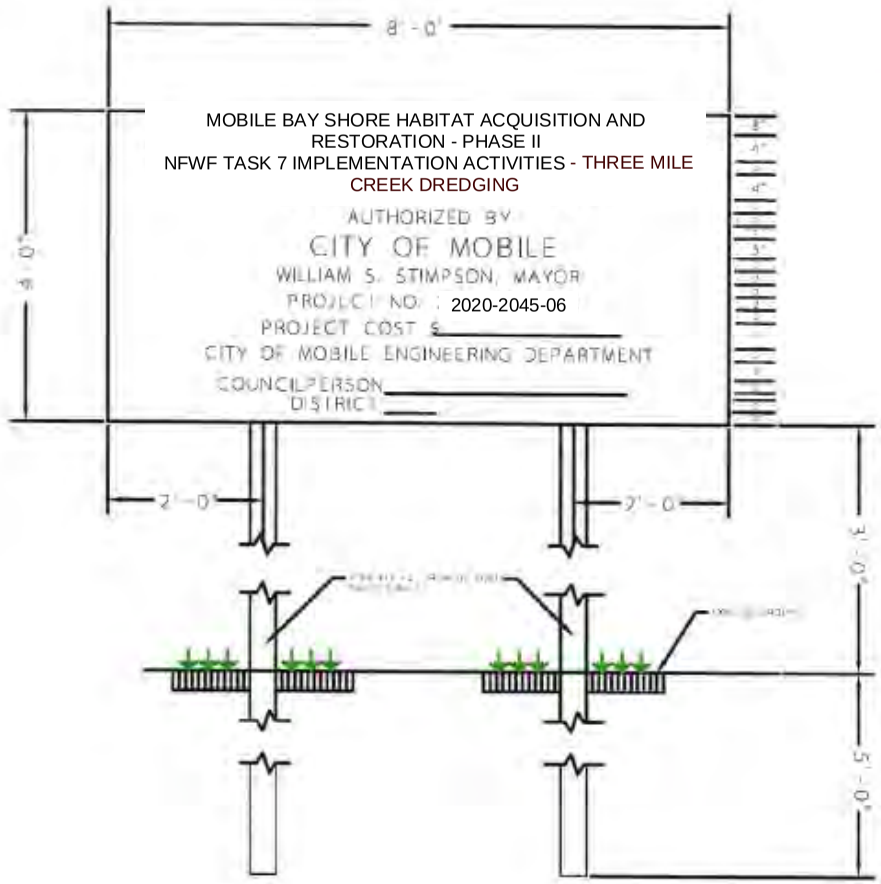
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SIGN DETAILS



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.

2) Sign to be placed at location directed by the Engineer.

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

CHECKED	REVISION	DATE

CITY OF MOBILE ENGINEERING DEPT

CITY STANDARDS

PROJECT SIGN DETAIL

SIGN 1 OF 1

SCALE: N.T.S. | DATE: NOV 20, 2013

ATTACHMENT “F”

GEOTECHNICAL & SOIL SAMPLING REPORTS

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

August 25, 2021

Moffatt & Nichol
11 North Water Street, Suite 20220
Mobile, AL 36602

Attn: Mr. Mary Beth Sullivan, P.E.

Email: msullivan@moffattnichol.com

Re: Soils Explorations and Geotechnical Engineering Studies for the 3-Mile Creek Restoration in Mobile, Alabama

Dear Ms. Sullivan:

Geotechnical Engineering-Testing, Inc. (GET) has completed the authorized soils explorations and geotechnical engineering studies for the proposed restoration of 3-Mile Creek in Mobile, Alabama. These engineering services were performed in accordance with the subcontract agreement with Moffat & Nichol dated January 18, 2021. We understand that the project will generally consist of the removal of materials that have silted in and plugged the original 3-Mile Creek alignment for a distance of approximately 1500 ft.

Samples were collected at 3 locations along the anticipated alignment of 3-Mile Creek. The selected boring locations are shown on the attached plan drawing that was provided to us by Moffat and Nichol. These are identified as the primary locations. GET personnel determined the actual boring locations in the field utilizing a network rover sub-meter GPS device. Borings may have been offset slightly from the requested locations due to inaccessibility.

Since there was at least 1 ft of standing water at each planned sampling location, standard drilling and sampling methods were not feasible for this project. The method utilized for sampling the soils was to push a sampling tube to refusal. At each location, a 3-inch diameter thin-walled aluminum tube was pushed/driven until refusal. The sampling tubes were sealed in the field and returned to the laboratory where the tubes were cut open lengthways and the samples were examined and visually classified by the project engineer. Results of the soils explorations are presented on the attached Logs of Boring and photographs of the samples.

It should be noted that the actual length of sample measured in the laboratory was 20 to 30 percent less than the depth that the tube was pushed in the field. This does not appear to have occurred from material loss at the bottom of the tube. It is anticipated that this occurred due to two probable reasons. The samples were likely compacted in the field to some degree due to the pushing/driving of the sampler. This is very common when pushing samplers or vibracore sampling of very soft to soft materials. Additionally, the samples were held at the laboratory in a sealed upright position for several days before extraction. This was performed so samples could be immediately collected upon extraction and sealed for delivery to Ephriam and Associates Consulting, LLC to minimize loss of vapors from within samples. The very soft silts, clay and organic materials are highly compressible and would compact/compress under either condition. The firm sands at the bottom of each of the samples would not likely compact very much.

The soils explorations also included performance of laboratory tests on selected soil samples recovered during the sampling operations. The laboratory tests were for the purpose of determining certain mechanical soil properties and included natural moisture content, Atterberg limits, sand grain size analysis tests. Results of laboratory tests are shown on the Log of Boring opposite the samples tested and in the Summary of Laboratory Results table and the Grain Size Distribution Curves that follow the Logs of Boring.

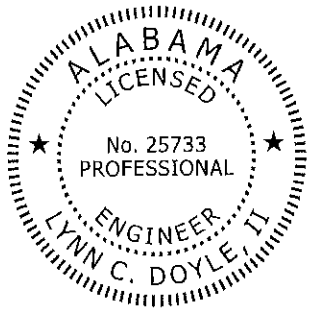
This letter report completes the geotechnical engineering services requested for this project. GET is not responsible for the use of the information provided in this report except at the location specified. Our professional services for this project have been performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering principles and practices. The services identified herein were completed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions as this project. No other representation, expressed or implied, is included or intended, and no warranty or guarantee is included or intended in this letter report or any other instrument of service.

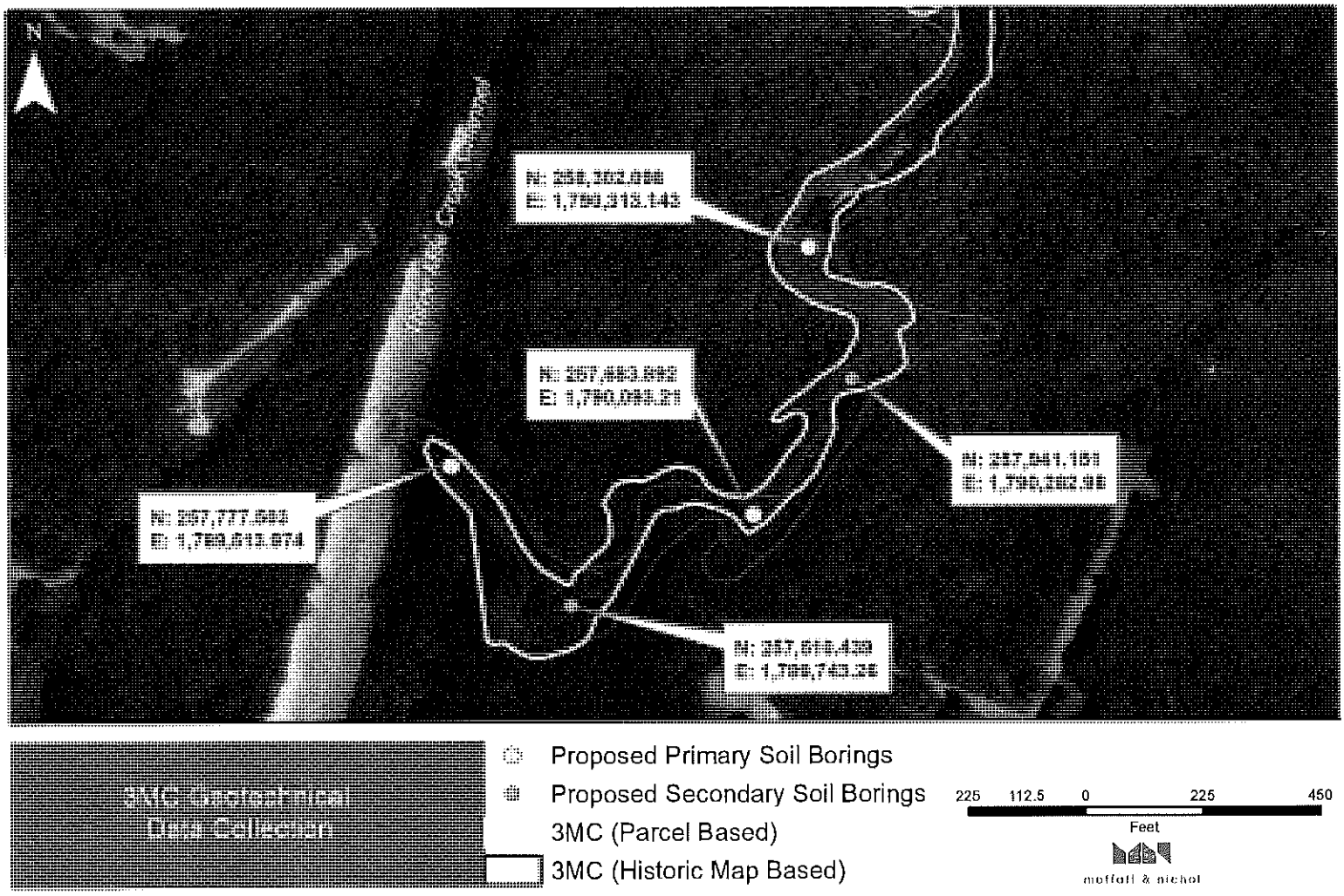
Please call Curt Doyle, P.E. if you have any questions regarding this report.

Sincerely yours,

GEOTECHNICAL ENGINEERING-TESTING, INC.

Curt Doyle, P.E.
Principal Engineer
Alabama License No. 25733
Date: 8/24/2021




N
N: 258,202,088
E: 1,799,313.143
N: 257,883,892
E: 1,799,088.31
N: 257,777,594
E: 1,799,611.674
N: 257,841,151
E: 1,799,382.88
N: 257,619,439
E: 1,799,743.28
3MC Geotechnical Data Collection
Proposed Primary Soil Borings
Proposed Secondary Soil Borings
3MC (Parcel Based)
3MC (Historic Map Based)
225 112.5 0 225 450
Feet
moffatt & nichol

PROJECT NAME: THREE MILE CREEK RESTORATION

G.E.T. PROJ. NUMBER: 21-112

PROJECT LOCATION: MOBILE, AL

DRILL RIG:

DRILL METHOD:

REMARKS:

DATE DRILLED: 8/11/21

BORING DEPTH: 6.4 FT.

BORING ELEV.:

DATUM:

WATER DEPTH:

DRILL CREW: PK, JB, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-1

BORING LOCATION: FOOT OF PLUG

N: 1789469.4 **E:** 257793.7

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS
	0		Water									
			Black organic silt and clay	1		86				47.4		
			Gray sand with some silt	2		29				6.1		
			Black organic silt and clay	3								
			Gray sand with some silt	4								
	5											
			Note: Tube was pushed/driven 6.4' from water surface. Sample lengths indicated above were measured in laboratory.									
			B.T. @ 6.4 FT									
	10											
	15											

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/O NC & N-E & ELEV 21-112 3 MILE CREEK SOIL PLUG.GPJ GETI_AL.GDT 8/24/21

PROJECT NAME: THREE MILE CREEK RESTORATION

G.E.T. PROJ. NUMBER: 21-112

PROJECT LOCATION: MOBILE, AL

DRILL RIG:

DRILL METHOD:

REMARKS:

DATE DRILLED: 8/13/21

BORING DEPTH: 10 FT.

BORING ELEV.: 1.6 FT.

DATUM:

WATER DEPTH:

DRILL CREW: PK, JH, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-2

BORING LOCATION: MIDDLE OF PLUG

N: 1790065.6 **E:** 257678.9

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS
	0		Water									
0			Gray silty sand w/ organics	1		45				14.5		
			Dark gray silty clay w/ organics	2		79				60.5		
	5		Gray sandy clay w/ organics & light gray sand	3		72				47.4		
-5			Light gray sand with some silt	4								
	10		Note: Tube was pushed/driven 10.0' from water surface. Sample lengths indicated above were measured in laboratory.									
-10			B.T. @ 10 FT									
	15											

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/O NC & N-E & ELEV 21-112 3 MILE CREEK SOIL PLUG.GPJ GETJAL.GDT 8/24/21

PROJECT NAME: THREE MILE CREEK RESTORATION

G.E.T. PROJ. NUMBER: 21-112

PROJECT LOCATION: MOBILE, AL

DRILL RIG:

DRILL METHOD:

REMARKS:

DATE DRILLED: 8/11/21

BORING DEPTH: 10.5 FT.

BORING ELEV.:

DATUM:

WATER DEPTH:

DRILL CREW: PK, JH, JB, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-3

BORING LOCATION: HEAD OF PLUG

N: 1790216.2 **E:** 258229.4

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_f	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS
	0		Water									
	5		Gray silty clay w/ organics	1		143				83.3		
			Light gray sand with some silt	2								
	10		Note: Tube was pushed/driven 10.54' from water surface. Sample lengths indicated above were measured in laboratory. B.T. @ 10.5 FT									
	15											

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

MOD DEEP BORING LOG W/O NC & N-E & ELEV 21-112 3 MILE CREEK SOIL PLUG.GPJ GETI_AL.GDT 8/24/21

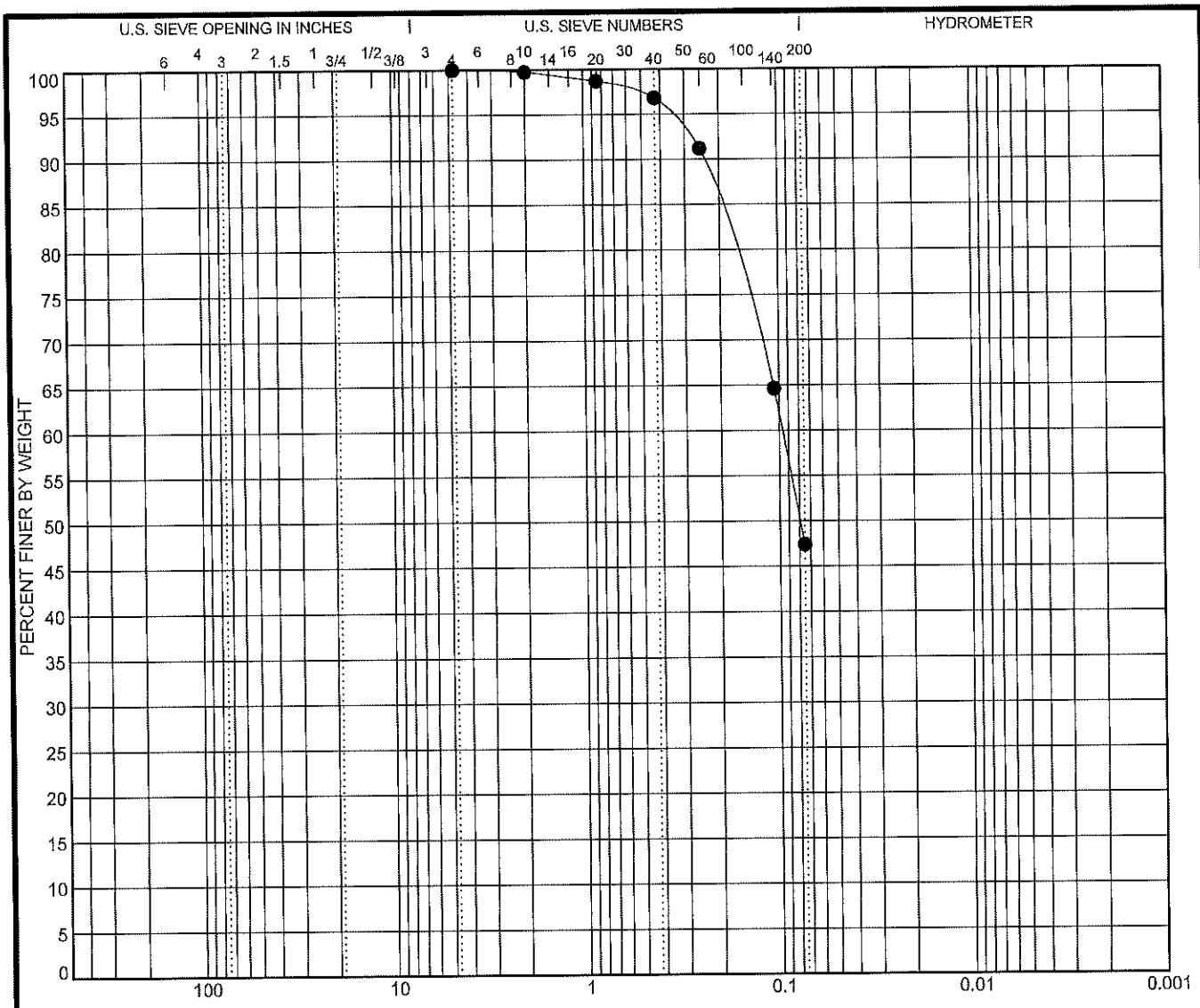
Boring Location	Boring No.	Sample ID	Depth (ft)	Water Content (%)	Atterberg Limits			% Gravel	% Sand	% Passing 200 (if hydrometer data available)		D_{50} (mm)	USCS	AASHTO Class
					LL	PL	PI			% Silt	% Clay			
FOOT OF PLUG	B-1	1	2.0	86				0.0	52.6	47.4		0.079		
FOOT OF PLUG	B-1	2	2.8	29				0.5	93.3	6.1		0.177		
MIDDLE OF PLUG	B-2	1	1.0	45				0.0	85.5	14.5		0.137		
MIDDLE OF PLUG	B-2	2	2.9	79				0.5	39.1	60.5				
MIDDLE OF PLUG	B-2	3	5.1	72				0.0	52.6	47.4		0.078		
HEAD OF PLUG	B-3	1	2.5	143				0.1	16.6	83.3				

SOIL CLASSIFICATION SUMMARY 21-112 3 MILE CREEK SOIL PLUG.GPJ GETI ALGDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

SOIL CLASSIFICATION SUMMARY

GET PROJECT NUMBER: 21-112
PROJECT NAME: THREE MILE CREEK RESTORATION
COUNTY: MOBILE



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification	Classification	LL	PL	PI	Cc	Cu
●	B-1 1;2.0 ft.						

Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-1 2.0 ft.	4.75	0.097			0.0	52.6	47.4	

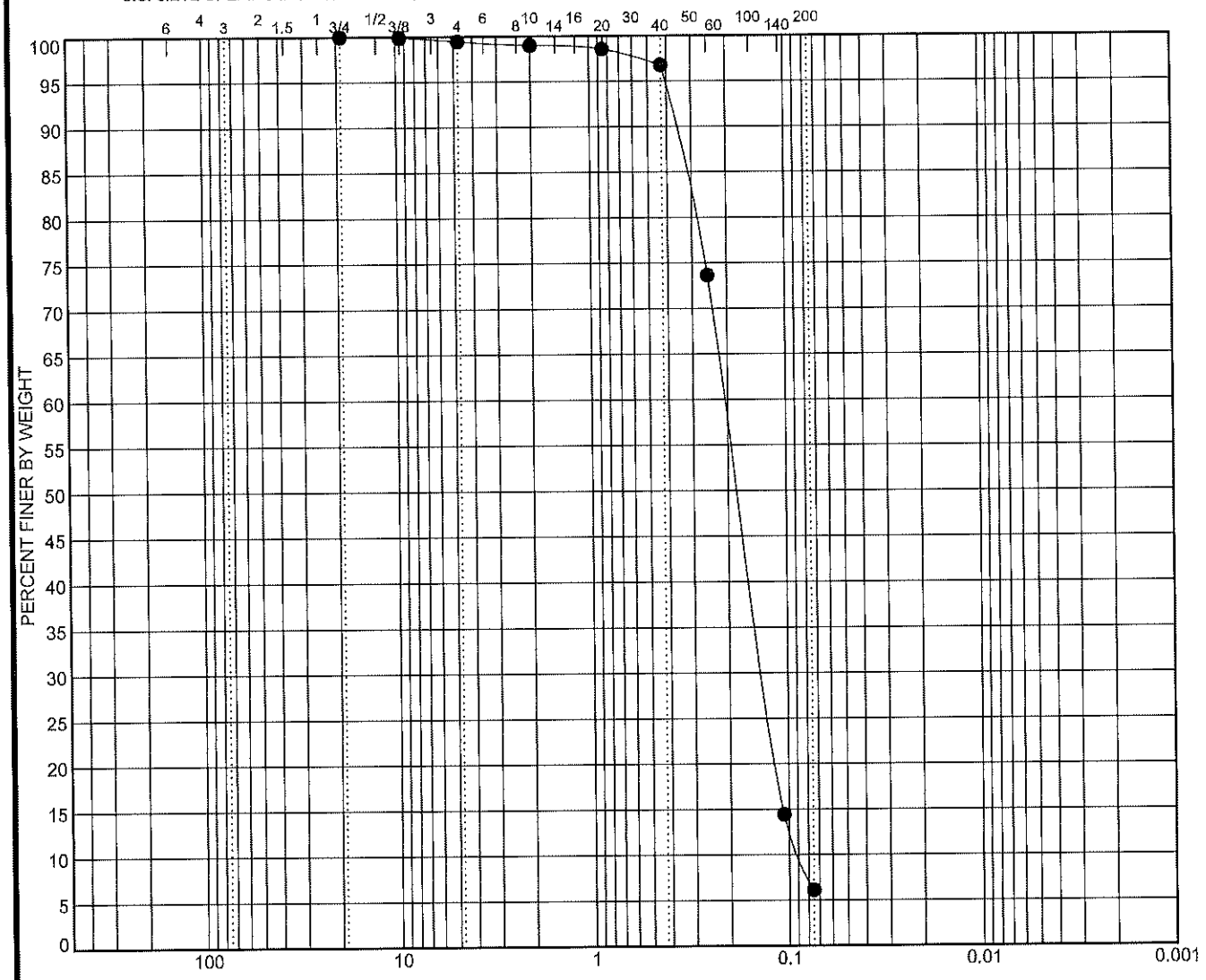
REMARKS:

GET GRAINSIZE 21-112.3 MILE CREEK SOIL PLUG.GPJ GETI AL.GDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Classification	LL	PL	PI	Cc	Cu
●	B-1	2;2.8 ft.					0.98	2.33

Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-1	2.8 ft.	19	0.205	0.133	0.088	0.5	93.3	6.1	

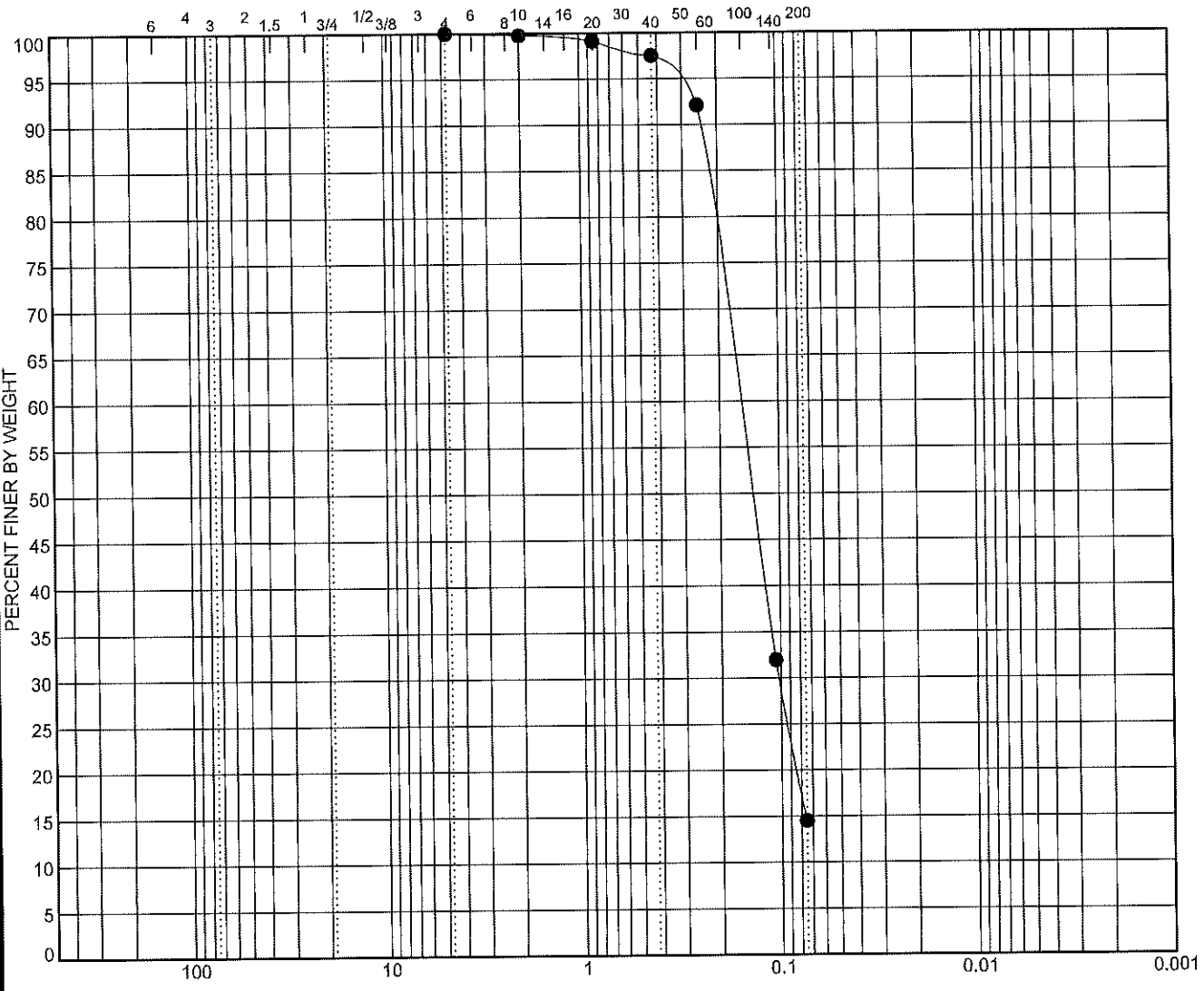
REMARKS:

GET_GRAINSIZE_21-112 3 MILE CREEK SOIL PLUG.GPJ GETI_AL.GDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification	LL	PL	PI	Cc	Cu
● B-2 1;1.0 ft.						

Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-2 1.0 ft.	4.75	0.158	0.102		0.0	85.5	14.5	

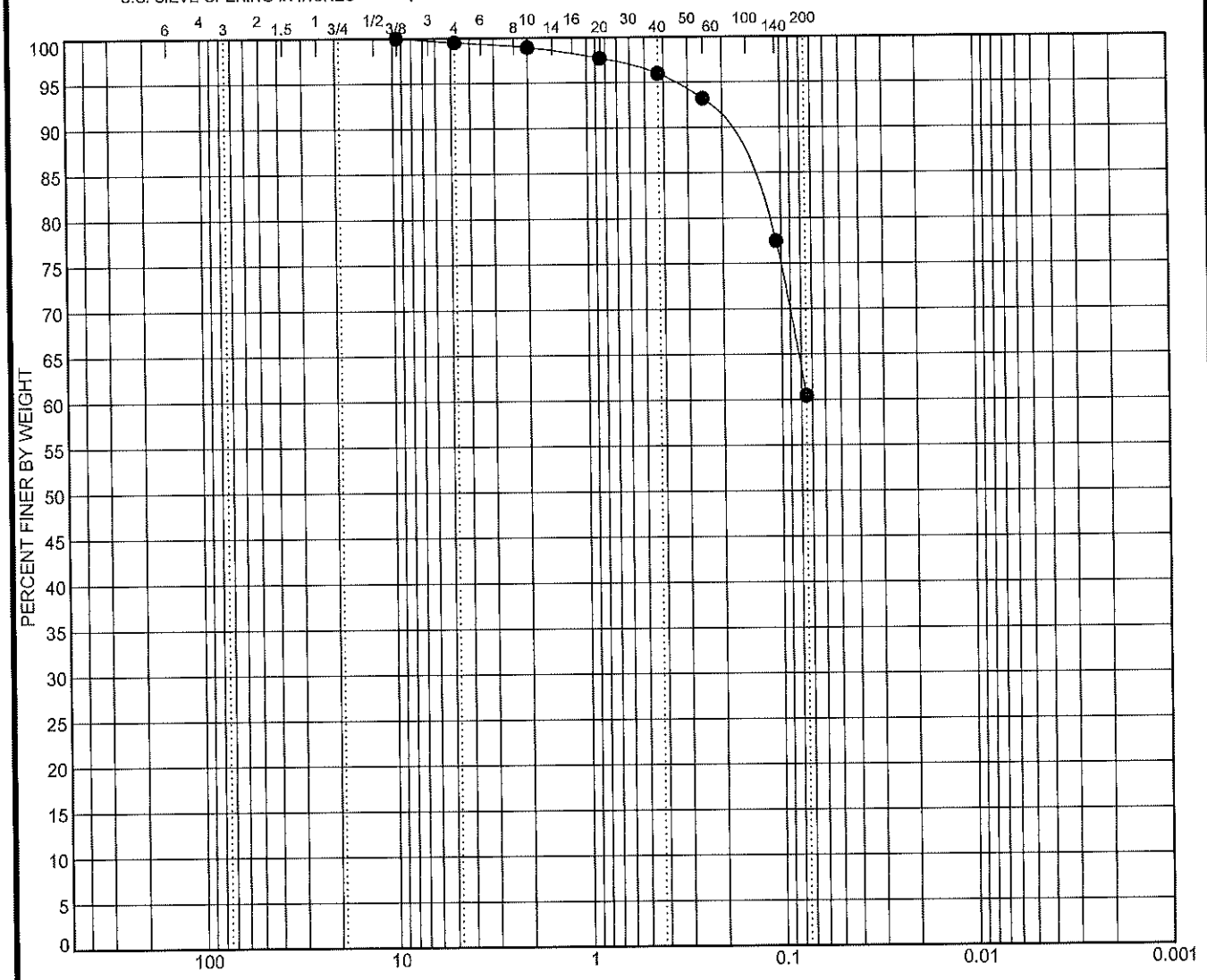
REMARKS:

GET GRAINSIZE 21-112 3 MILE CREEK SOIL PLUG.GPJ GET1 AL.GDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Classification	LL	PL	PI	Cc	Cu
●	B-2	2;2.9 ft.						

Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-2	2.9 ft.	9.5				0.5	39.1	60.5	

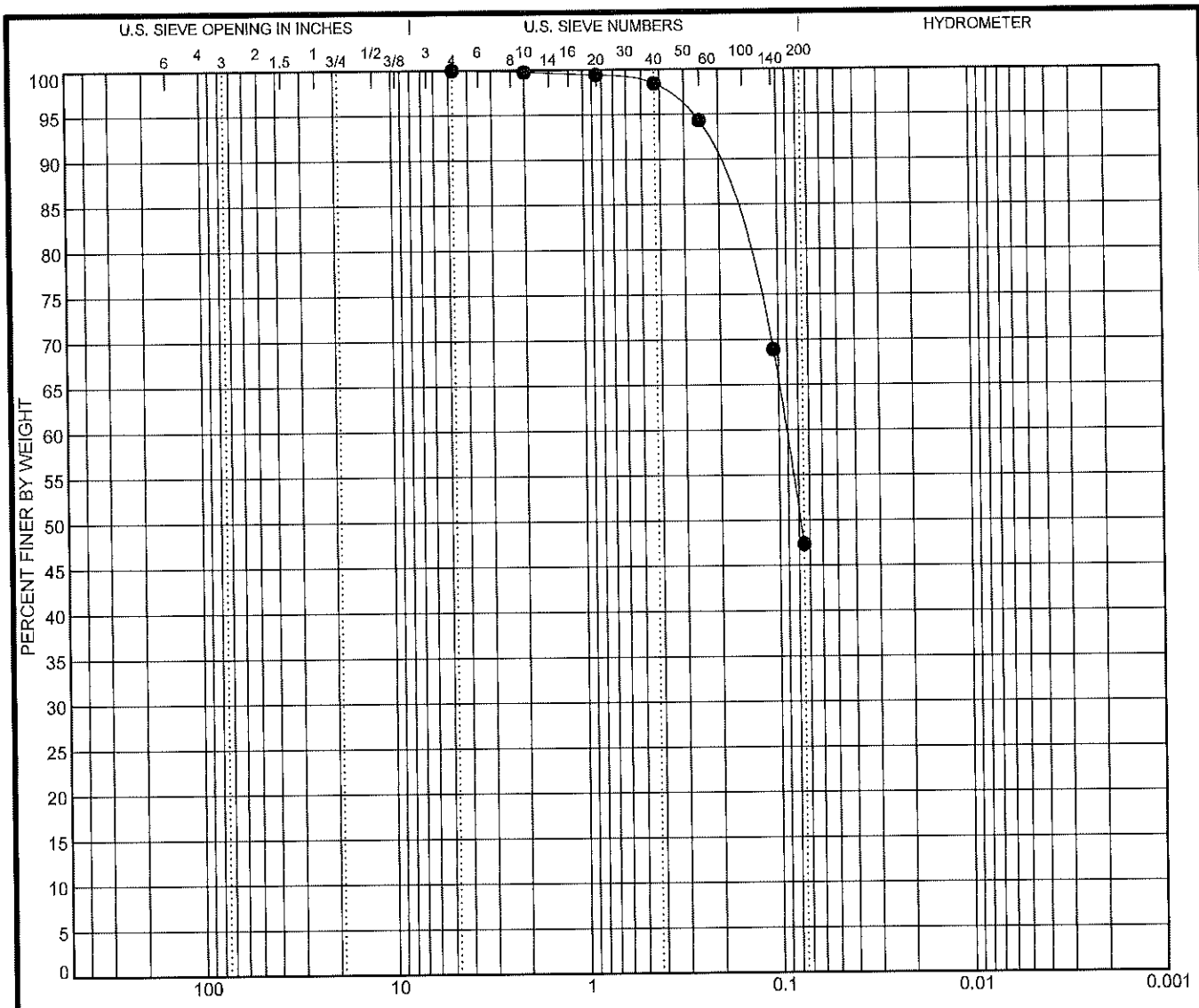
REMARKS:

GET GRAINSIZE 21-112 3 MILE CREEK SOIL PLUG.GPJ GET_AL.GDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Classification	LL	PL	PI	Cc	Cu
●	B-2	3;5.1 ft.						

Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-2	5.1 ft.	4.75	0.092			0.0	52.6	47.4	

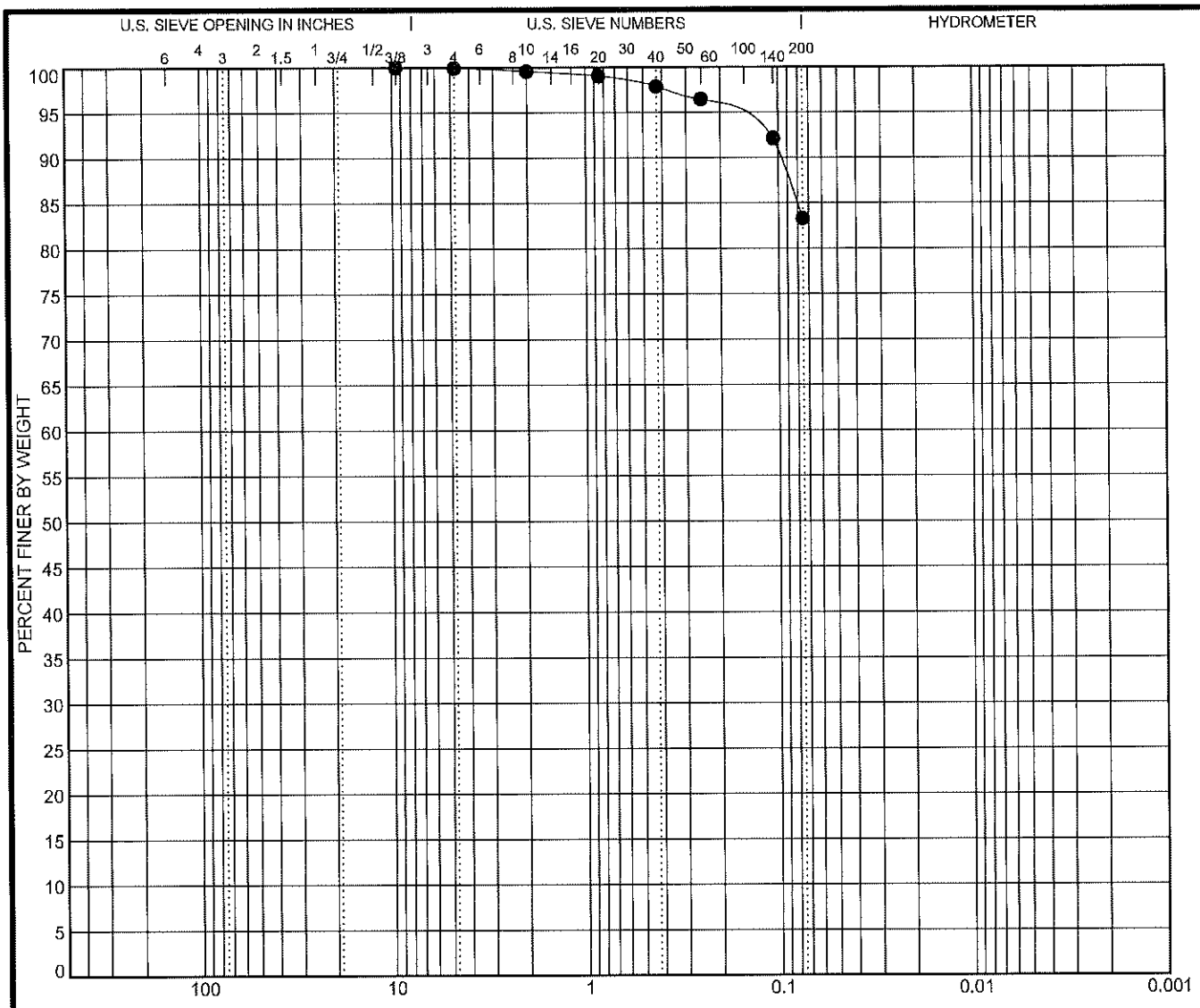
REMARKS:

GET_GRAINSIZE_21-112 3 MILE CREEK SOIL PLUG.GPJ GETI_AL.GDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL



Test Method: _____

COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Classification	LL	PL	PI	Cc	Cu
●	B-3	1;2.5 ft.						

Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B-3	2.5 ft.	9.5				0.1	16.6	83.3	

REMARKS:

GET GRAINSIZE 21-112 3 MILE CREEK SOIL PLUG.GPJ GETI ALGDT 8/24/21

GEOTECHNICAL ENGINEERING TESTING, INC.

GRAIN SIZE DISTRIBUTION

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL

ATTACHMENT “G”

PROJECT ADDENDUMS

ADDENDUM NO. 01

FOR:

MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION – PHASE II NFWF TASK 7 – IMPLEMENTATION ACTIVITIES THREEMILE CREEK DREDGING PROJECT NO. 2020-2045-06

OWNER:

THE CITY OF MOBILE
Mobile Government Plaza
205 Government Street
Mobile, AL 36602

CONTRACT DOCUMENTS HAVE BEEN REVIEWED FOR USE BY:

The City of Mobile

TECHNICAL SPECIFICATIONS PREPARED BY:

Moffatt & Nichol, Inc.

Gerald Songy, PE

DISCLAIMER:

It is the sole responsibility of the Contractor to read and understand all terms and provisions contained in this document, as it is a legally binding contract. Contractors are encouraged to consult legal counsel prior to its execution.

Issued Date: March 3, 2023 03/03/23

General

1. This Addendum shall supplement, amend, and become part of the Bid Documents. All Bids and the Construction Contract shall be hased on these modifications.
2. Bidders shall acknowledge the receipt of this addendum on their Bid Form.

A mandatory pre-bid meeting was held from 1:00 PM to approximately 2:00 PM on Tuesday, February 28th at the Mobile Government Plaza building. The project team consisting of members affiliated with the City of Mobile and Moffatt & Nichol were introduced, followed by a presentation on the project and time for questions at the end. Questions asked during the meeting are provided below with responses. Attendees were present both in-person and virtually, and the attendance lists are provided as an attachment to this addendum.

Bids will be publically opened and read on Wedensday, March 15th, 2023 at 2:30 PM local time in the first floor atrium of the Mobile Government Plaza Building. Questions may be asked by prospective bidders until 12:00 PM on Friday, March 10th. Submit questions by e-mail to both Gerald Songy (gsongy@moffattnichol.com) and Jenn Greene (jennifer.greene@cityofmobile.org).

Contractors are encouraged to reach out to Archnique Kidd (Archnique.kidd@cityofmobile.org) at the City of Mobile if there are any questions regarding the Disadvantaged Business Enterprise outreach, utilization, or supplier diversity requirements while preparing bids.

Questions and answers from bid questions asked during the mandatory pre-bid meeting or submitted by contractors:

Question 1: Can we enter the site and go look at it?
Response: The site can be accessed by the public from Dr. Martin Luther King, Jr. Avenue. The City owns the right-of-way for Butchers lane, and parcels within the material transfer area.

Question 2: Can you provide the engineer's esimtate or budget for this project?
Response: The City cannot provide this information.

Question 3: Would any disposal fees be the responsibility of the awarded contractor to pay?
Response: Yes. Payment for Bid Item No. 4, "Dredging and Material Disposal (210-C)" will be per the contract unit price per cubic yard for removal of the material from the permitted dredge template and disposal of the material at an approved location.

Question 4: Are there any other areas of the project site (other than the residential area surrounding Bizzel, Patton, and Belsaw Avenues) that are subject to work hour limitations?
Response: None that we are aware of at this time. See page 26 of the project manual, item 36 of the Special Provisions, which states "Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department".

Question 5: Who do we contact about working hours?
Response: All project inquires come to this team (include Jenn Greene and Gerald Songy on all emails), and we will coordinate with the City of Mobile Traffic Department.

Question 6: What are the specific working hours that work would be limited to?
Response: Monday to Friday, 7AM to 5PM.

Question 7: Would access be allowed from the southern side of Dr. Martin Luther King, Jr. Avenue? We would consider using a crane to get equipment in the U.S. Army Corps of Engineers (USACE) Bypass Channel.

Response: This depends on what you are trying to do, because there is no boat launch there. These parcels along the USACE Bypass channel immediately to the south of the Dr. MLK, Jr. Avenue are not included in the permit and therefore would only be eligble for use to access the waterway. The parcels are owned by the City of Mobile. The awarded contractor should notify the City if this area is inteded to be used at the pre-construction meeting.

Question 8: Is there a possibility of this bid opening date getting extended? The request was "seconded."
Response: Not at this time. The project team will note these requests.

Question 9: Any sort of estimate or quantity of vegetation to be cleared and grubbed and removed? We aren't worried about unit price, just the lump sum. It is difficult to evaluate that.
Response: No estimate. The engineer's estimate assumed clearing, grubbing, stump removal, and hauling the material to an approved disposal location. The existing grade shown on the drawings (which is based on the topographic survey) within the dredging area is situated at the base of any vegetation, trees, and shrubs.

Question 10: Overdredge tolerance to this project?
Response: The permitted dredge template is shown in sheets C-301 through C-309 on the design drawings. The awarded contractor shall dredge to a target elevation of -4 ft NAVD 88. There is a 1 foot allowable overdepth from the target bottom elevation of -4 ft NAVD 88 down to -5 ft NAVD 88, and 5H:1V (horizontal:vertical) side slopes until daylight. The awarded contractor will be paid for material that is removed from within the permitted dredge template. The Issued for Construction Drawings will show the allowable overdepth template situated between bottom elevations -4 ft NAVD 88 and -5 ft NAVD 88.

Question 11: Mechanical dredging of USACE Bypass channel, it appears there is a large distance between the channel and the material transfer area. The vegetation and shoaling area between the bank and the channel appears to be 50+ feet and could be challenging if using mechanical dredging methods to perform the work.
Response: Any means and methods chosen by the awarded contractor are sufficient as long as they adhere to the permit stipulations. The permit language mentions that sediment and vegetation removal are generally permitted under NWP 27. This project's permit falls under Nationwide Permit 27: Aquatic Habitat Restoration, Enchancement, and Establishment Activities. The permit language states that if greater than or equal to 1/10 of an acre (4,356 Square Feet) is permanently altered, then mitigation would need to be implemented at a 1:1 ratio. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Please see the attached Nationwide Permit 27 Document for more information.

Question 12: Have you performed any testing of the material within the dredging area to ensure there are no contaminants?
Response: Yes, this analysis has been performed. A report with a summary of the analysis is provided as an attachment to this addendum.

Question 13: Is there existing topography of staging area and canal?
Response: There is publicly available LiDAR elevation data (published by the US Geological Survey in 2010) of the material staging area. The afformentioned LiDAR data was used in design, and can be provided to the awarded contractor upon request. To the best of the project team's knowledge, there are no significant variation in the LiDAR elevation data and current elevations of the staging area. Detailed bathymetry data of the canal were not collected. However, the canal is generally 5-8 feet deep depending on seasonal water levels and tides.

Question 14: Is the volume estimate associated with Bid Item No. 4, "Dredging and Material Disposal (210-C)" based on the design dredge template?

Response: The estimated volume associated with Bid Item No. 4 is based on the template outlined by a bottom elevation of -5 ft NAVD 88 having a 20 foot bottom width and sloping up at a 5:1 (horizontal:vertical) side slope to existing grade (as shown on C-301 through C-309 on the design drawings).

Question 15: Is there any overdredge that is paid?
Response: Yes, see Question 10.

Question 16: Is there a tolerance that is plus and minus?
Response: See the response to Question 10.

Question 17: That volume is a hard number and if it takes more than that to achieve design then the contractor would have to burden the cost?
Response: The Owner would pay for the volume of dredged material removed from within the permitted dredge template. The "Pre-Dredging Survey" section of the Supplemental Specifications (page 42) states "Immediately after CONTRACTOR has completed Clearing and Grubbing, the pre-dredging survey can be performed." The data collected in the pre-dredging survey will be used to re-evaluate the estimated quantity for Bid Item No. 4, "Dredging and Material Dispoal (210-C)." Additonal items of work necessary for the completion of this contract may be added by Change Order per Item VIII - Special Provisions item 8 (page 23).

See page 11 of the project manual, which states: "The quantities for bid items listed on the proposal sheets are estimated quantities. Payment ot 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 herin provided".

Question 18: Will the pre-bid attendee list be released?
Response: Yes, the pre-bid sign-in sheet and virtual attendee list are provided as an attachment to this addendum.

Question 19: Is there any provisions to the apple snail, or anything specific that we would need to do to address this?
Repsonse: Use best management practices as practical. Annual removal and spraying has been initiated upstream. Contractor may eradicate eggs as they are encountered, and is required to report sightings to the City.

Question 20: Is there any additional dredge surveys after clearning and grubbing or are we working off of volumes from the design survey?
Response: The "Pre-Dredging Survey" section of the Supplemental Specifications (page 42) states "Immediately after CONTRACTOR has completed Clearing and Grubbing, the pre-dredging survey can be performed." The estimated quantity for Bid Item No. 4, "Dredging and Material Disposal (210-C) was calculated based on the design survey, but the contractor will be paid based on the total volume removed between the Pre-Dredging Survey grade and the Post-Dredging Survey grade (material removed from within the permitted dredge template).

Question 21: Is box cutting permitted?
Response: As long as the Contractor can form that to the dredge template.

Question 22: How old is hydro survey data?
Response: The elevation data were collected in July/August of 2021. See the dredging notes on sheet G-002 of the drawings.

Question 22: Can you send plans and specs electronically?

Response: A prospective bidder may request an electronic version of the plans from the engineer. If the prospective bidder is interested in bidding the project, they may mail to -or drop off a check at- the Moffatt & Nichol office. The Project Manual can then be provided to the prospective bidder.

Question 23: Will you be emailing all amendments to everyone that's signed up?
Response: All addenda will be emailed to each person on the pre-bid meeting sign-in sheet and virtual attendees list. All addenda will also be placed on the City's bid website (https://www.cityofmobile.org/bids/).

Announcement: Contractors may pick up drawings from the Moffatt & Nichol office in downtown Mobile. Bring a $100 check. If the prospective contractor returns the plans and specs within 10 days of bid opening, the check will be returned or shredded based on the prospective Contractors preference.

Attachments:

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1. Pre-bid meeting sign-in sheet
2. Sediment Sampling Report
3. Pre-bid meeting presentation
4. Nationwide Permit 27 Document: Aquatic Habitat Restoration, Enhancement, and Establishment Activities

ADDENDUM NO. 02

FOR:

MOBILE BAY SHORE HABITAT ACQUISITION AND RESTORATION – PHASE II NFWF TASK 7 – IMPLEMENTATION ACTIVITIES THREEMILE CREEK DREDGING PROJECT NO. 2020-2045-06

OWNER:

THE CITY OF MOBILE
Mobile Government Plaza
205 Government Street
Mobile, AL 36602

CONTRACT DOCUMENTS HAVE BEEN REVIEWED FOR USE BY:

The City of Mobile

TECHNICAL SPECIFICATIONS PREPARED BY:

Moffatt & Nichol, Inc.

Gerald Songy, PE

DISCLAIMER:

It is the sole responsibility of the Contractor to read and understand all terms and provisions contained in this document, as it is a legally binding contract. Contractors are encouraged to consult legal counsel prior to its execution.

Issued Date: March 10, 2023

03/10/23

General

1. This Addendum shall supplement, amend, and become part of the Bid Documents. All Bids and the Construction Contract shall be based on these modifications.
2. Bidders shall acknowledge the receipt of this addendum on their Bid Form.

Questions and answers from bid questions submitted by contractors after the mandatory pre-bid meeting and before the question closing date:

Question 1: Would it be acceptable to submit copies of the bid documents and bid bond at bid time if the originals were in the mail? Or would emailed bids be acceptable?

Response: Per the contract documents: "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, March 15th, 2023 and then publicly opened and read in the atrium on the 1st floor of the Mobile Government Plaza."

Question 2: Is there any possibility that the bid date could get pushed back a week?

Response: The bid opening date will not be extended.

Changes to the Contract Specifications:

1. On page 41 of the Specifications, the following paragraph shall be added to the end of item 8., "SECTION 600, MOBILIZATION, SUB-SECTION 600.01:

"The Contractor shall provide weekly, safe, and reasonable means of transportation to and from the marine work sites, staging areas, and other work areas for the Owner, Engineer, or their authorized representatives for the duration of the Work. Engineer authorized representative may be present up to several days per week during active construction. The schedule and pickup location shall be arranged by the Engineer/authorized representative and the Contractor prior to mobilization. The Contractor shall provide a boat with an operator for the exclusive use of the Owner, Engineer, or their authorized representatives to tour the Project Site during the Work. The boat shall have up to six (6) passenger capacity with PFDs as required, Coast Guard certified, operable marine radio, all safety equipment required by the Coast Guard for the size and type of that boat, and adequate draft to access all areas of the Project Site. The Contractor shall supply the fuel and maintain the boat. All mechanical malfunctions of the boat shall be repaired within forty-eight (48) hours."

ATTACHMENT “H”

USACE & ADEM PERMITS

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, MOBILE DISTRICT
P.O. BOX 2288
MOBILE, AL 36628-0001

February 2, 2022

South Alabama Branch
Regulatory Division

SUBJECT: Department of the Army Nationwide Permit, File Number SAM-2021-00187-JCC, City of Mobile, Three Mile Creek

City of Mobile
Attention: Matt Jollit
Email Address: matt.jollit@cityofmobile.org
205 Government Street
Mobile, Alabama 36602

Dear Mr. Jollit:

This letter is in response to your request for verification of Department of the Army Nationwide Permit (NWP) authorization to hydraulically restore Three Mile Creek. The project has been assigned file number SAM-2021-00187-JCC, which should be referred to in any future correspondence with this office concerning this project. The project is located in Three Mile Creek near Bizzel Street, Patton Avenue, and Belsaw Avenue; at Latitude 30.706731° North, Longitude -88.068633° West; within Section 44, Township 3 South, Range 1 West; in Mobile, Mobile County, Alabama.

Department of the Army permit authorization is necessary because your project involves work in waters of the United States, including wetlands, under our regulatory jurisdiction. The project activities include the hydraulic removal of approximately 20,500 cubic yards of accumulated sediment and vegetation from a segment of Three Mile Creek for the re-establishment of water flow through the original channel. The work area would include approximately 1,800 linear feet (4.1 acres) of the creek, which varies in width from between 20 feet to 100 feet. The creek will be excavated to a depth of -5ft NAVD88, and the side slopes will measure approximately 5:1 at completion. The removed material will be placed on city property on the opposite side of the USACE Bypass Channel (Mobile parcel key numbers 706418, 706427, 706436, 706445, 706472, 706481, and 706409) for dewatering and transfer to approved upland landfill locations. Appropriate BMPs, including turbidity curtains, will be maintained around the hydraulic restoration area, the entire primary 1.4-acre dewatering area, and the secondary 1.1-acre dewatering area throughout construction, as identified on attached site plans. All temporary structures and fill will be removed at completion of construction activities.

Based upon the information and plans you provided, we hereby verify the work described above, which would be performed in accordance with the attached drawings, is authorized by NWP 27, *Aquatic Habitat Restoration, Enhancement, and Establishment Activities,* in accordance with 33 CFR Part 330 of our regulations. This NWP and associated Regional and General Conditions are attached for your review and compliance.

This verification is valid until the NWP is modified, reissued, or revoked. All of the existing NWPs are scheduled to be modified, reissued, or revoked prior to March 18, 2022. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

Your use of this NWP is subject to the following special conditions:

a. The activity shall be conducted in accordance with the information submitted and meets the conditions applicable to the NWP, as described at Parts B and C of the NWP Program and State Regional Conditions.

b. Within 30 days of completion of the work authorized, the attached Compliance Certification must be completed and submitted to the USACE.

c. The attached yellow Notice of Authorization sign must be posted prominently at the site during construction of the permitted activity.

d. The permittee and/or contractors must notify the U.S. Army Corps of Engineers, (USACE), Engineering Division, Coastal Branch via phone or email 3 days prior to the commencement of construction activities. You may contact Ms. Valerie M. Morrow at 251-690-2484 or Valerie.M.Morrow@usace.army.mil.

e. The permittee must implement and maintain appropriate, effective Best Management Practices (BMPs) for prevention and control of nonpoint sources of pollutants during and after project implementation. The permittee, at a minimum, must implement applicable effective BMPs as provided in the "*Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas, July 2018*" published by the Alabama State Soil and Water Conservation Committee. The document may be accessed online at www.alconservationdistricts.gov/resources/erosion-and-sediment-control/.

f. The disposal of sediment, trees, brush and other project related debris in any wetland, stream corridor or other surface water is prohibited. Trees, brush, other debris, excess soil and other materials generated from project construction must be removed to an upland disposal area.

g. It is the permittee's responsibility to ensure the contractors working on this project are aware of all general and special permit conditions.

h. The permittee shall implement the attached “Alabama Standard Manatee Construction Conditions” throughout project construction. In the event of an equipment strike, collision with and/or injury to a manatee as a result of project implementation, work shall cease and the permittee shall immediately contact this office at (251) 690-3262 or (251) 690-2658, and the U.S. Fish and Wildlife Service in Daphne, (251) 441-5181.

Nothing in this letter shall be construed as excusing you from compliance with other federal, state, or local statutes, ordinances, or regulations which may affect this work. Revisions to your proposal may invalidate this authorization. In the event changes to this project are contemplated, it is recommended that you coordinate with us prior to proceeding with the work.

You are receiving an electronic copy only of this verification letter. If you wish to receive a paper copy, you should send a written request to this office at the following address: U.S. Army Corps of Engineers, Mobile District, Regulatory Division, Post Office Box 2288, Mobile, Alabama 36628. Electronic copies of this letter are also being sent to your agent, Moffatt & Nichol, Attention: Ms. Mary Beth Sullivan, at msullivan@moffattnichol.com; and to the Alabama Department of Environmental Management, Mobile Branch / Coastal Section, Attention: Mr. Scott Brown, at coastal@adem.alabama.gov and the Alabama Department of Conservation and Natural Resources, State Lands Division, Attention: Mr. Will Underwood, at DCNR.Coastal@dcnr.alabama.gov, and Mr. Jeremiah Kolb, at jeremiah.kolb@dcnr.alabama.gov.

Please contact me at (251) 690-3262 or Jessica.C.Comeaux@usace.army.mil if you have any questions. For additional information about our Regulatory Program, visit our web site at http://www.sam.usace.army.mil/Missions/Regulatory.aspx, and please take a moment to complete our customer satisfaction survey. Your responses are appreciated and will allow us to improve our services.

Sincerely,

Digitally signed by Jessica Crochet Comeaux
Date: 2022.02.02 16:21:32 -06'00'

Jessica C. Comeaux
Project Manager
South Alabama Branch
Regulatory Division

Attachments

When the structures or work authorized by this nationwide permit (file number SAM-2021-00187-JCC) are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

_____ _____

(TRANSFEREE) (DATE)

COMPLIANCE CERTIFICATION

US Army Corps of Engineers
Mobile District

Permit Number: **SAM-2021-00187-JCC**

Name of Permittee: **City of Mobile, Attention: Matt Jollit**

Date of Issuance: **February 2, 2022**

Upon completion of the activity authorized by this permit and any mitigation required by the permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Mobile District
Regulatory Division
Post Office Box 2288
Mobile, Alabama 36628-0001

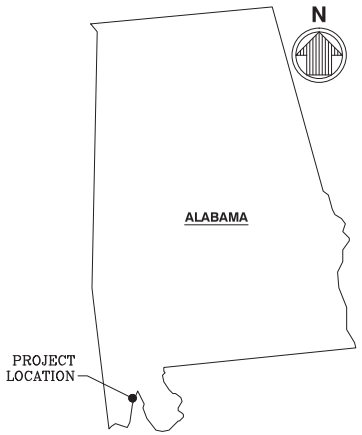
Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with all terms and conditions of this permit, the permit is subject to permit suspension, modification, or revocation and you are subject to an enforcement action by this office.

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit including any general or specific conditions, and the required mitigation was completed in accordance with the permit conditions and documentation required by 33 CFR 332.3(l)(3) has been provided to this office.

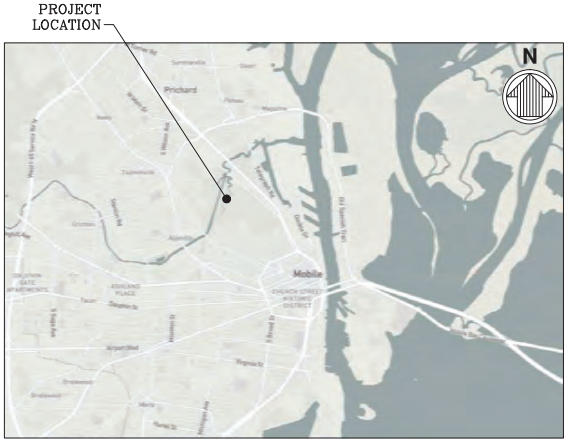
_____ _____
Signature of Permittee Date

THREE MILE CREEK HYDRAULIC RESTORATION

MOBILE, ALABAMA



VICINITY MAP
SCALE: NTS



LOCATION MAP
SCALE: NTS

30% DESIGN DRAWINGS FOR CITY OF MOBILE

SHEET INDEX		
INDEX	SHEET NO.	SHEET TITLE
1	G-001	COVER SHEET, VICINITY & LOCATION MAPS, AND SHEET INDEX
2	G-002	GENERAL NOTES, DESIGN CRITERIA, LEGEND AND ABBREVIATIONS
3	G-101	OVERALL & SITE ACCESS PLAN
4	G-102	ENLARGED PLAN - MATERIAL TRANSFER AREAS
5	G-103	MATERIAL DISPOSAL SITES
6	V-101	EXISTING CONDITIONS PLAN
7	B-001	SOIL BORING LOGS
8	C-101	PROPOSED DREDGING SITE PLAN
9	C-301	TYPICAL SECTIONS

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

Page 103 of 188

Mark	Description	Date	Appr.

THREE MILE CREEK HYDRAULIC RESTORATION

COVER SHEET, VICINITY & LOCATION MAPS, AND SHEET INDEX

Designed by: CG	Date: 2021-09-30	Rev: -
Dwn by: CG	Chk by: GS	MAN Project No. 18456-02	Drawing code:
Reviewed by: -		Drawing Scale: AS NOTED
Submitted by: GERALD SONGY MOFFATT & NICHOL		Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
G-001
INDEX: 1 OF 9

1354

GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS STATED IN THE PERMIT: SAM-2017-01282-LET AND ADEM CONSTRUCTION STORMWATER PERMIT. CONTRACTOR SHALL OBTAIN ALL OTHER APPLICABLE PERMITS AND LICENSES AND KEEP COPIES OF THE SAME ON SITE DURING CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN ON THE PLANS WITH THE EXISTING CONDITIONS IN THE FIELD PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL ENSURE THAT ALL SURFACE DRAINAGE WITHIN AND NEAR THE AREA OF WORK ARE KEPT FREE FROM MATERIAL SUCH AS SEDIMENT THAT COULD DISCHARGE INTO MOBILE BAY. UPON COMPLETION OF CONSTRUCTION, REMOVE ACCUMULATED SEDIMENT FROM SILT FENCE AND TEMPORARY SEDIMENT TRAPS AND DISPOSE OF OFFSITE OR IN ACCEPTABLE LOCATION AND MANNER WITHIN THE OWNER'S PROPERTY.
4. ALL AREAS OUTSIDE THE "CONSTRUCTION LIMITS" WHICH ARE DAMAGED BY THE CONTRACTOR, SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION. THE RESTORATION SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER. CONSTRUCTION LIMITS SHALL INCLUDE THE FOLLOWING: HYDRAULIC RESTORATION AREA, MATERIAL TRANSFER AREA, SECONDARY MATERIAL TRANSFER AREA, AND CONTRACTOR HAUL ROUTES SHOWN ON SHEET G-101.
5. SAFE CONSTRUCTION EXCAVATION SLOPES AND SHORING ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD COMPLY WITH ALL OSHA AND OTHER APPLICABLE SAFETY REGULATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE CONSTRUCTION SITE AND THE AREAS OF WORK WHILE PERFORMING THE WORK OF THIS CONTRACT. CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE CONSTRUCTION SITE ON A DAILY BASIS. NO BURNING OF DEBRIS SHALL BE PERMITTED.
8. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE LOCAL, STATE AND FEDERAL ENVIRONMENTAL PROTECTION STANDARDS, LAWS AND REGULATIONS.
9. ALL APPLICABLE SAFETY REGULATIONS SHALL BE FOLLOWED. METHODS OF CONSTRUCTION IS THE CONTRACTOR'S RESPONSIBILITY.
10. ALL INGRESS AND EGRESS TO THE CONSTRUCTION SITE SHALL BE KEPT READILY ACCESSIBLE AND UNOBSTRUCTED AT ALL TIMES. CONSTRUCTION EQUIPMENT WILL NOT BE PERMITTED TO OBSTRUCT ROADWAYS AND/OR PASSAGEWAYS. ANY DEBRIS FALLING ON ROADWAYS AS A RESULT OF CONTRACTOR HAULING MATERIAL OR MOVING EQUIPMENT SHALL BE IMMEDIATELY CLEANED UP.
11. ALL PRECAUTIONS SHALL BE TAKEN AS NECESSARY OR MAY BE REQUIRED, TO PERMANENTLY PREVENT CONTAMINATED WATER, GASOLINE OR ANY OTHER CONTAMINANT FROM ENTERING EXCAVATIONS MADE DURING THE CONTRACT WORK.
12. THE CONTRACTOR SHALL KEEP AND MAINTAIN A SET OF PROJECT PLANS AND SPECIFICATIONS ON THE SITE AT ALL TIMES.
13. CONTRACTOR SHALL USE TURBIDITY CONTROLS AS NECESSARY TO CONTROL TURBIDITY PLUMES. TURBIDITY SHALL BE KEPT <50 NTU ABOVE BACKGROUND TURBIDITY VALUES AS MEASURED AT A POINT <750FT FROM THE POINT OF DREDGE EFFLUENT DISCHARGE. SEE SPECIFICATIONS FOR DETAILS .
14. BACKGROUND AERIAL IMAGES FROM NEARMAP JANUARY 2021.
15. THE INFORMATION DEPICTED ON THESE DRAWINGS REPRESENTS THE RESULTS OF THE SURVEYS ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS AN INDICATION OF THE GENERAL CONDITIONS EXISTING AT THAT TIME.
16. NO CONSTRUCTION EQUIPMENT OR ACTIVITIES MAY OPERATE, TRANSIT, STAGE OR STORE OUTSIDE OF THE CONSTRUCTION LIMITS.
17. THIS DRAWING SET IS FOR PRELIMINARY DESIGN AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
18. THIS DRAWING SET IS FOR PRELIMINARY DESIGN AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
19. ESTIMATED RANGE OF DRAFTS FOR VESSELS TO BE USED FOR CONSTRUCTION.
    WORK BOATS.....4-8 FT
    CREW BOATS.....2-4 FT
    WORK BARGES, FUEL BARGES.....2-6 FT
    SMALL BARGE MOUNTED CLAMSHELL OR EXCAVATOR.....4-6 FT
20. SILT FENCES AND/OR OTHER TEMPORARY CONTAINMENT METHODS SHALL BE INSTALLED BY CONTRACTOR AROUND THE MATERIAL TRANSFER AREA(S) TO PREVENT STORMWATER RUNOFF IMPACTS.
21. ALL CLEARED AND GRUBBED MATERIAL SHALL BE PROPERLY DISPOSED AT AN APPROVED DISPOSAL FACILITY. ON-SITE DISPOSAL OR BURNING SHALL NOT BE ALLOWED.

COORDINATION

1. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH THE OWNER AND/OR THEIR ASSIGNED REPRESENTATIVE.
2. THE CONTRACTOR SHALL SUBMIT A SCHEDULE FOR CONSTRUCTION TO OWNER PRIOR TO ISSUANCE OF NOTICE TO PROCEED, IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

UTILITIES

1. PRIOR TO CONSTRUCTION OR EXCAVATION, THE CONTRACTOR SHALL ASSUME THE RESPONSIBILITY OF LOCATING ANY AND ALL UNDERGROUND UTILITIES (PUBLIC OR PRIVATE) THAT MAY EXIST OR CROSS THROUGH THE AREA OF CONSTRUCTION WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS.
2. THIS PLAN DOES NOT GUARANTEE THE EXISTENCE, NONEXISTENCE, SIZE, TYPE, LOCATION, ALIGNMENT OR DEPTH OF ANY OR ALL UNDERGROUND UTILITIES OR OTHER FACILITIES. WHERE SURFACE FEATURES (MANHOLES, CATCH BASINS, VALVES, ETC.) ARE UNAVAILABLE OR INCONCLUSIVE, INFORMATION SHOWN MAY BE FROM UTILITY OWNER'S RECORDS AND/OR ELECTRONIC LINE TRACING, THE RELIABILITY OF WHICH IS UNCERTAIN. THE CONTRACTOR SHALL PERFORM WHATEVER TEST EXCAVATION OR OTHER INVESTIGATIONS AS NECESSARY TO VERIFY LOCATIONS AND CLEARANCES.
3. CONTRACTOR SHALL CONFORM TO ALABAMA'S LAW AND SAFE DIGGING PRACTICES AND SHALL CONTACT THE NECESSARY AUTHORITIES PRIOR TO START OF CONSTRUCTION. STATE LAW MANDATES THE NOTIFICATION OF UTILITY OWNERS 48 HOURS IN ADVANCE OF EXCAVATION. FOR LOCATION OF UTILITIES CONTACT ALABAMA 811 BY CALLING (800) 292-8525, 48 HOURS PRIOR TO LAND DISTURBANCE ACTIVITY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, AT HIS SOLE EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
5. AT NO POINT DURING THE PROJECT WORK SHALL THE CONTRACTOR INTERRUPT OR DISCONNECT POWER OR BURIED UTILITIES SUCH AS WATER OR SEWER FORCEMAINS. ANY REQUIRED IMPACT TO THE OPERATION OF THE UTILITIES SHALL BE COORDINATED WITH THE OWNER AND THE MAWSS UTILITY DISTRICT PERSONNEL.

CONSTRUCTION

1. CONTRACTOR SHALL NOT INITIATE ANY LAND DISTURBING ACTIVITY UNTIL AUTHORIZED TO PROCEED BY OWNER.
2. SUBMITTALS ON MATERIALS FOR THIS PROJECT SHALL BE PROVIDED TO THE OWNER FOR APPROVAL AS DESCRIBED IN PROJECT MANUAL.
3. EXISTING VEGETATION SURROUNDING THE CONSTRUCTION AREA SHALL REMAIN IN A NATURAL STATE.

MAINTENANCE OF TRAFFIC

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK ZONE SIGNING AND ANY OTHER TRAFFIC CONTROL DEVICES NECESSARY TO PERFORM THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL IMMEDIATELY REMOVE ALL SUCH TEMPORARY DEVICES.
2. ACCESS TO THE PROJECT SITE SHALL USE RESIDENTIAL CITY ROADS. THE CONTRACTOR THEREFORE WILL BE REQUIRED TO VIDEO DOCUMENT THE CONDITION OF THE CITY STREET PRIOR TO CONSTRUCTION AND AFTER CONSTRUCTION. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM THE CONTRACTORS EQUIPMENT, MATERIAL, ETC.. ACCESS WILL BE REPAIRED TO PRE-EXISTING CONDITIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

DREDGING NOTES

1. CONTRACTOR SHALL PERFORM A ONE CALL PRIOR TO ANY DREDGING AND/OR EXCAVATION ACTIVITIES.
2. THE ESTIMATED DREDGING/EXCAVATION QUANTITIES WITHIN THE HYDRAULIC RESTORATION AREA ARE BASED ON THE ROWE ENGINEERING AND SURVEYING CONSULTING ENGINEERS SURVEYS PERFORMED IN JULY AND AUGUST 2021.
3. MINIMAL EXCAVATION MAY BE REQUIRED FOR THE CONTRACTOR TO REACH THE SITE USING THE USACE BYPASS CHANNEL. IF EXCAVATION IS NECESSARY, EXCAVATION MATERIAL WILL BE TEMPORARILY STOCKPILED AND REPLACED PRIOR TO DEMOBILIZATION. CONTRACTOR MAY BE REQUIRED TO BACKFILL EXCAVATED MATERIAL PRIOR TO DEMOBILIZATION BASED UPON PERMIT APPROVAL REQUIREMENTS.

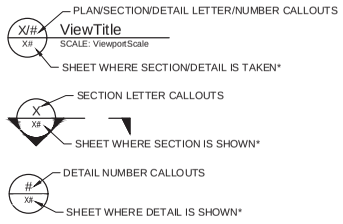
SURVEY NOTES

1. COORDINATES ARE NAD83, ALABAMA STATE PLANE, WEST ZONE, U.S. SURVEY FEET.
2. ALL ELEVATIONS REFERENCE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) – GEOID 12A, U.S. SURVEY FEET.
3. PARCEL BOUNDARY LINES ARE BASED UPON MOBILE COUNTY GIS TAX RECORD INFORMATION. NO PROPERTY CORNERS OR MONUMENTS ARE IMPLIED TO BE PRECISELY LOCATED AND NO TITLE OR DEED RESEARCH WAS CONDUCTED. THEREFORE, ALL PARCEL BOUNDARY LOCATION AS LABELED ON PLANS AND CROSS-SECTIONS ARE APPARENT AND THEREFORE APPROXIMATE.

ABBREVIATIONS:

CL	CENTERLINE
CY	CUBIC YARD
ELEV/EL	ELEVATION
FM	FORCE MAIN
MAWSS	MOBILE AREA WATER & SEWER SYSTEM
MTL	MEAN TIDE LEVEL
NAD83	THE NORTH AMERICAN DATUM OF 1983
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
NTS	NOT TO SCALE
NTU	NEPHELOMETRIC TURBITY UNITS
OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION
ROW	RIGHT-OF-WAY
SS	SANITARY SEWER
USACE	UNITED STATES ARMY CORPS OF ENGINEERS

CROSS REFERENCE LEGEND:



*NOTE: LETTER INDICATES SECTION; NUMBER INDICATES DETAIL. DASH (-) INDICATES SECTION/DETAIL IS FROM SAME SHEET.

EXCAVATIONS	VOLUME		AREA	
HYDRAULIC RESTORATION AREA	20,443	CY	4.1	ACRES
TEMPORARY FILL	**VOLUME**		**AREA**	
MATERIAL TRANSFER AREA	(SEE NOTE 3)	CY	1.4	ACRES
SECONDARY MATERIAL TRANSFER AREA	(SEE NOTE 3)	CY	1.1	ACRES

NOTES

1. FILL WITHIN THE MATERIAL TRANSFER AREA(S) WILL BE TEMPORARILY STOCKPILED, AND WILL BE HAULED OFF TO A MATERIAL DISPOSAL SITE WITHIN WEEKS OF TEMPORARY PLACEMENT.
2. TEMPORARY FILL INCLUDES TOTAL POTENTIAL MAXIMUM FILL OVER ENTIRE CONSTRUCTION DURATION OF THE PROJECT INCLUDING AN APPLIED BULKING FACTOR.
3. CONTRACTOR MAY USE MATERIAL TRANSFER AREA(S) AS NEEDED DURING CONSTRUCTION FOR DREDGE MATERIAL DEWATERING.

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

MOBILE AREA WATER & SEWER SYSTEM

Mark	Description	Date	Appr.

THREE MILE CREEK HYDRAULIC RESTORATION

GENERAL NOTES, DESIGN CRITERIA, LEGEND AND ABBREVIATIONS

Designed by: CG
Drawn by: CG
Checked by: CG
Reviewed by: -
Submitted by: GERALD SONDY, MCPHATTER & NICHOL
Date: 2021-09-30
MAWSS Project No. 16456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Rev: -

11 N. WATER ST.
SUITE: 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
G-002
INDEX: 2 OF 9

1355



LEGEND

- PARCEL BOUNDARIES
- OVERHEAD ELECTRICAL LINES
- UNDERGROUND GAS MAIN
- UNDERGROUND FORCE MAIN
- UNDERGROUND SANITARY SEWER
- UNDERGROUND WATER MAIN
- CONTRACTOR STAGING AREA/ MATERIAL TRANSFER AREA
- CONTRACTOR HAUL ROUTE
- HYDRAULIC RESTORATION AREA

NOTE

1. CONTRACTOR HAUL ROUTES FALL WITHIN CITY ROW AT ENDS OF BIZZEL ST AND PATTON AVE. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.

N

120' 0' 120' 240'

SCALE: 1"=120'

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

OVERALL & SITE ACCESS PLAN

Designed by: CG
Drawn by: CG
Checked by: CG
Reviewed by: -
Submitted by: GERALD SONGY
Date: 2021-09-30
Drawn by: GS
Mobi Project No. 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (D SHEET)
Rev. -

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
G-101

INDEX: 3 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



1 G-102 ENLARGED PLAN
SCALE: 1"=40'

LEGEND

- PARCEL BOUNDARIES
- OVERHEAD ELECTRICAL LINES
- UNDERGROUND GAS MAIN
- UNDERGROUND FORCE MAIN
- UNDERGROUND SANITARY SEWER
- UNDERGROUND WATER MAIN
- CONTRACTOR STAGING AREA/ MATERIAL TRANSFER AREA
- CONTRACTOR HAUL ROUTE

NOTE

1. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.

N

40' 0' 40' 80'
SCALE: 1"=40'

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

THREE MILE CREEK HYDRAULIC RESTORATION

ENLARGED PLAN - MATERIAL TRANSFER AREAS

Rev. -
Date: 2021-09-30
Designed by: CG
Drawn by: CG
Drawn by: GS
Reviewed by: -
Submitted by: GERALD SONGY
Mott MacDonald McPHATTER NICHOL
11 N. WATER ST. SUITE 20220 MOBILE, AL 36602 (251) 378-2006
MMA Project No. 10456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (D SHEET)

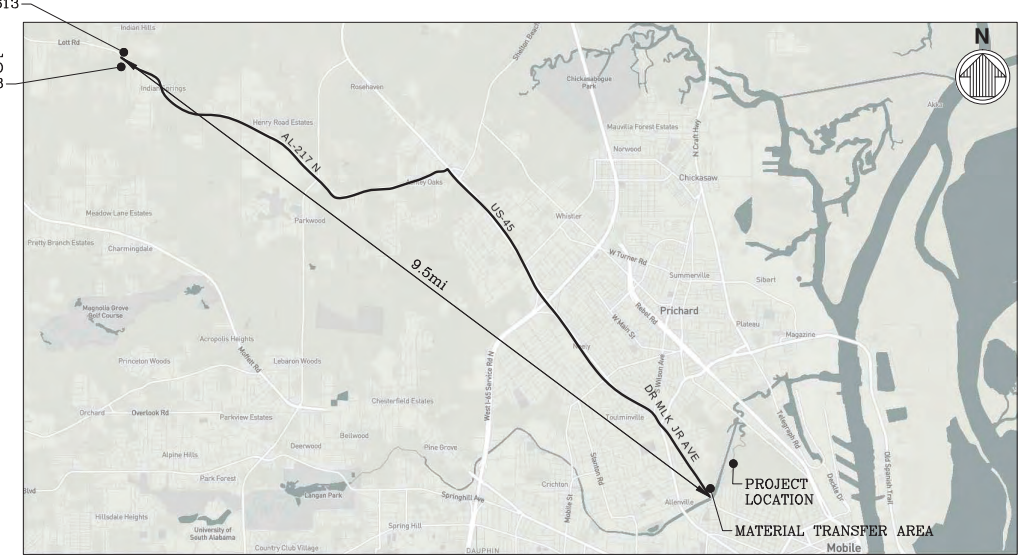
SEAL

Sheet Reference No.
G-102
INDEX: 4 OF 9

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BROWNLEE DIRT PITT
4460 LOTT RD
EIGHT MILE, AL 36613

LOTT ROAD LANDFILL
4429 W LOTT RD
EIGHT MILE, AL 36613



MATERIAL DISPOSAL SITES 1 & 2
SCALE: NTS



ESFELLER CORPORATION LANDFILL
8230 PADGETT SWITCH RD
IRVINGTON, AL 36544

MATERIAL DISPOSAL SITE 3
SCALE: NTS

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

MOBILE AL ALABAMA

THREE MILE CREEK HYDRAULIC RESTORATION

MATERIAL DISPOSAL SITES

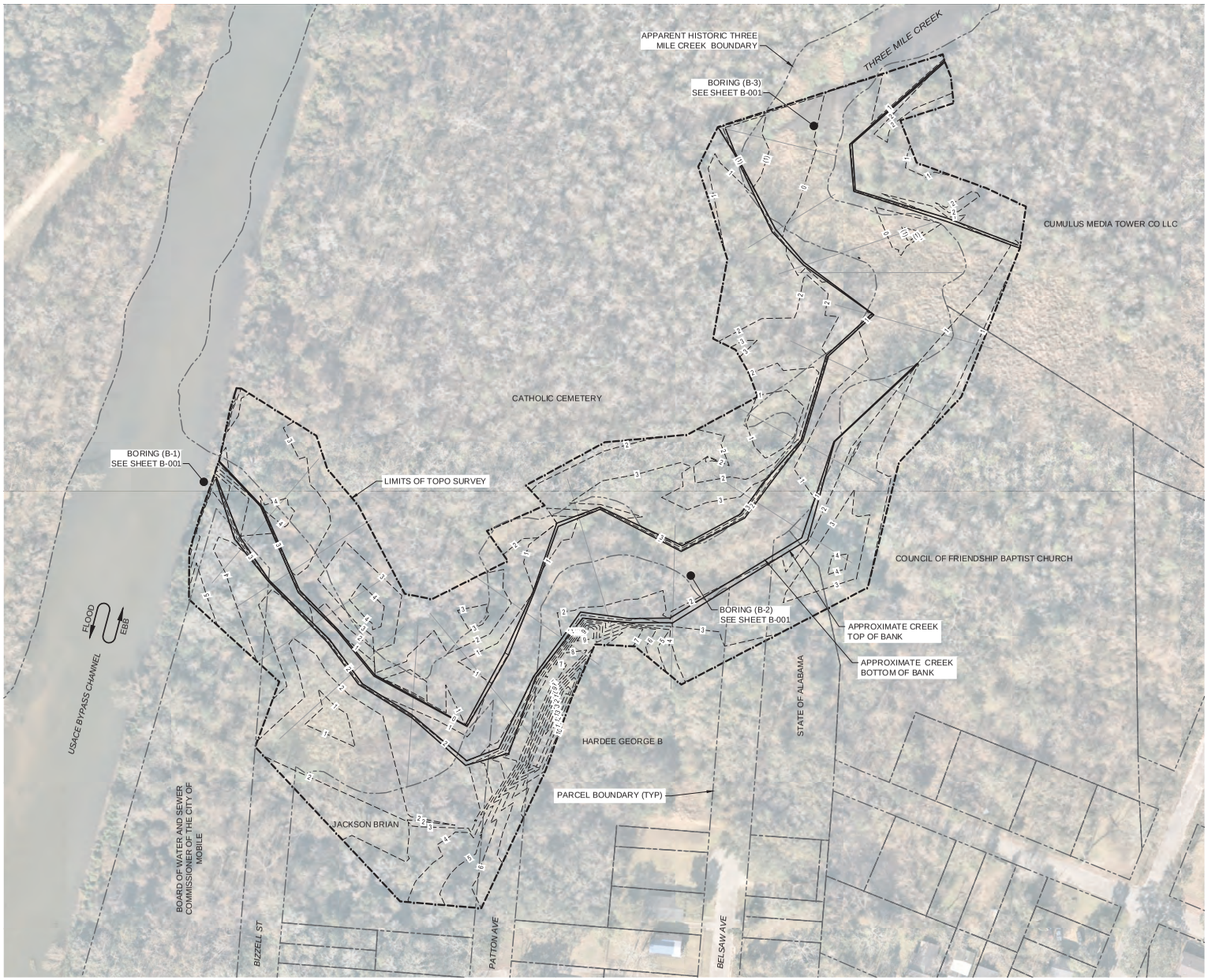
Date: 2021-09-30
Rev: -
Designed by: CG
Drawn by: CG
Coded by: GIS
Reviewed by: -
Submitted by: GERALD SONGY
MOFFATT & NICHOL
MBH Project No. 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
G-103
INDEX: 5 OF 9

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LEGEND

PARCEL BOUNDARIES

CONTOURS

BORING DATA		
BORING ID	**NORTHING**	**EASTING**
B-1	1789469.4	257793.7
B-2	1790065.6	257678.9
B-3	1790216.2	258229.4

N

60' 0' 60' 120'

SCALE: 1"=60'

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

EXISTING CONDITIONS PLAN

Designed by: CG
Drawn by: CG
Drawn by: GS
Reviewed by: -
Submitted by: GERALD SONGY
MCPHATTI & NICHOL
Date: 2021-09-30
Rev: -
MBA Project No. 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0606

SEAL

Sheet Reference No.
V-101
INDEX: 6 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL
DRILL RIG:
DRILL METHOD:
REMARKS:

DATE DRILLED: 8/11/21
BORING DEPTH: 6.4 FT.
BORING ELEV.:
DATUM:
WATER DEPTH:
DRILL CREW: PK, JB, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-1
BORING LOCATION: FOOT OF PLUG
N: 1789469.4 **E:** 257793.7

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_6	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS
	0		Water									
			Black organic silt and clay	1		86				47.4		
			Gray sand with some silt	2		29				8.1		
			Black organic silt and clay	3								
	5		Gray sand with some silt	4								
	10											
	15											

Note: Tube was pushed/driven 6.4' from water surface. Sample lengths indicated above were measured in laboratory.

B.T. @ 6.4 FT

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL
DRILL RIG:
DRILL METHOD:
REMARKS:

DATE DRILLED: 8/13/21
BORING DEPTH: 10 FT.
BORING ELEV.: 1.6 FT.
DATUM:
WATER DEPTH:
DRILL CREW: PK, JH, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-2
BORING LOCATION: MIDDLE OF PLUG
N: 1790065.6 **E:** 257678.9

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_6	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS
	0		Water									
0			Gray silty sand w/ organics	1		46				14.5		
			Dark gray silty clay w/ organics	2		79				60.5		
	5		Gray sandy clay w/ organics & light gray sand	3		72				47.4		
-5			Light gray sand with some silt	4								
	10											
-10												
	15											

Note: Tube was pushed/driven 10.0' from water surface. Sample lengths indicated above were measured in laboratory.

B.T. @ 10 FT

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

PROJECT NAME: THREE MILE CREEK RESTORATION
G.E.T. PROJ. NUMBER: 21-112
PROJECT LOCATION: MOBILE, AL
DRILL RIG:
DRILL METHOD:
REMARKS:

DATE DRILLED: 8/11/21
BORING DEPTH: 10.5 FT.
BORING ELEV.:
DATUM:
WATER DEPTH:
DRILL CREW: PK, JH, JB, PK(LOGGER)

GEOTECHNICAL ENGINEERING TESTING, INC.

BORING NUMBER: B-3
BORING LOCATION: HEAD OF PLUG
N: 1790216.2 **E:** 258229.4

ELEV IN FEET	DEPTH IN FEET	LOG	DESCRIPTION	SAMPLE NO.	S.P.T. N_6	W.C. %	ATTERBERG LIMITS L.L.	ATTERBERG LIMITS P.I.	DRY UNIT WT. pcf	% MINUS #200	SHEAR STRENGTH tsf	UNIFIED CLASS
	0		Water									
	5		Gray silty clay w/ organics	1		148				83.3		
	10		Light gray sand with some silt	2								
	15											

Note: Tube was pushed/driven 10.54' from water surface. Sample lengths indicated above were measured in laboratory.

B.T. @ 10.5 FT

NOTE: The stratification lines shown represent the approximate boundary between soil types and the transition may be gradual. The groundwater level stated is for conditions at the time of boring and the level may fluctuate large amounts for other conditions or seasons.

Reviewed By:

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

SOIL BORING LOGS
THREE MILE CREEK HYDRAULIC RESTORATION

Designed by: CG
Drawn by: CG
Checked by: CG
Reviewed by: -
Submitted by: GERALD SONGY McPHATTER NICHOL

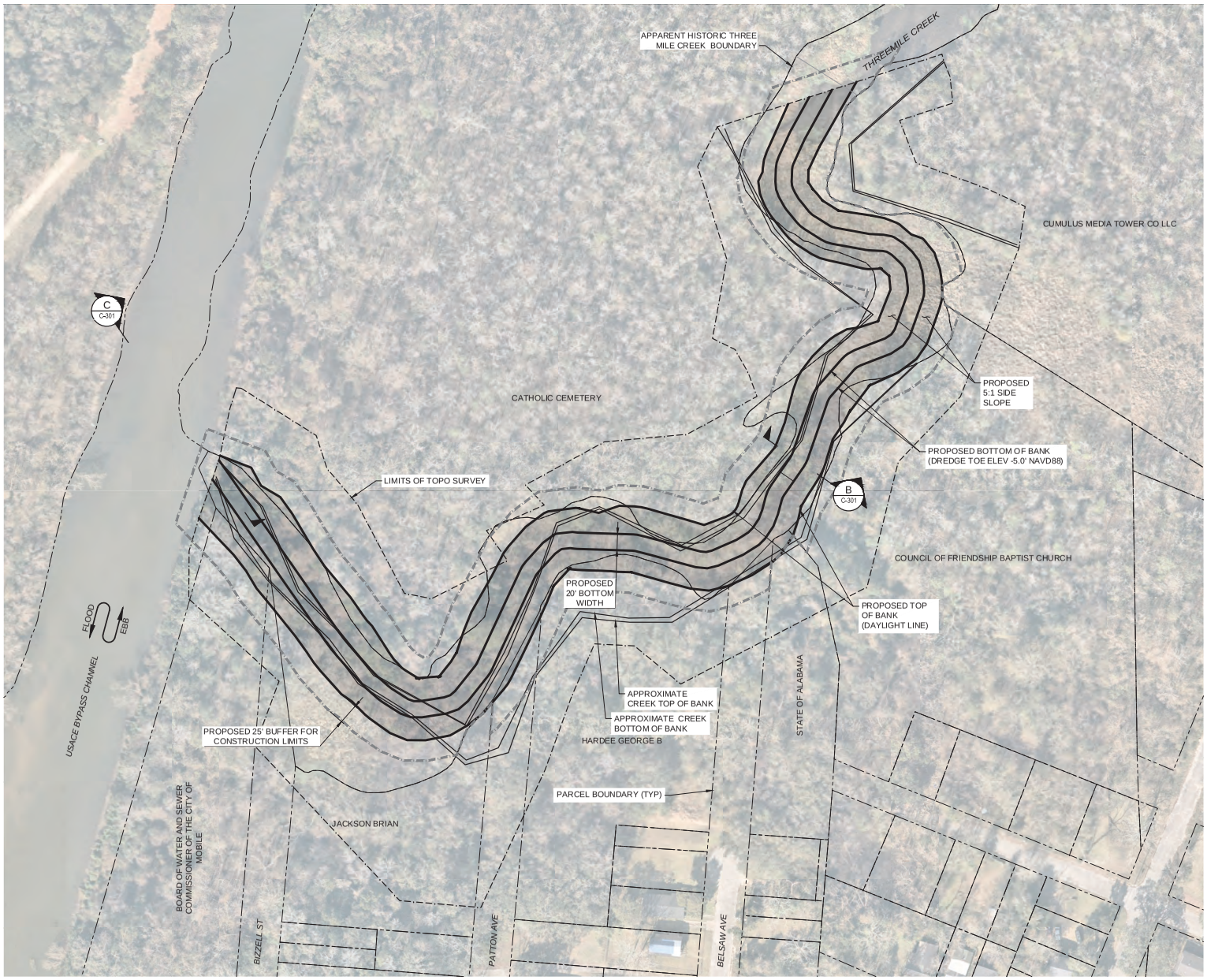
Date: 2021-09-30
Mobi Project No. 18456-02
Drawing code: GIS
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
B-001
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NOTE

1. MATERIAL FROM THE DREDGING OPERATIONS SHALL BE DISPOSED WITHIN THE DISPOSAL SITES AS DESIGNATED ON SHEET G-103 OR OTHER APPROVED LOCATION.

LEGEND

- PARCEL BOUNDARIES
- HYDRAULIC RESTORATION AREA
- LIMITS OF CONSTRUCTION

N

60' 0' 60' 120'

SCALE: 1"=60'

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

PROPOSED DREDGING SITE PLAN

Rev.	Description	Date	Appr.
	Mark		

Designed by: CG
Drawn by: CG
Coor by: GS
Reviewed by: -
Submitted by: GERALD SONOY
Date: 2021-09-30
Mott's Project No. 164564
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-2606

SEAL

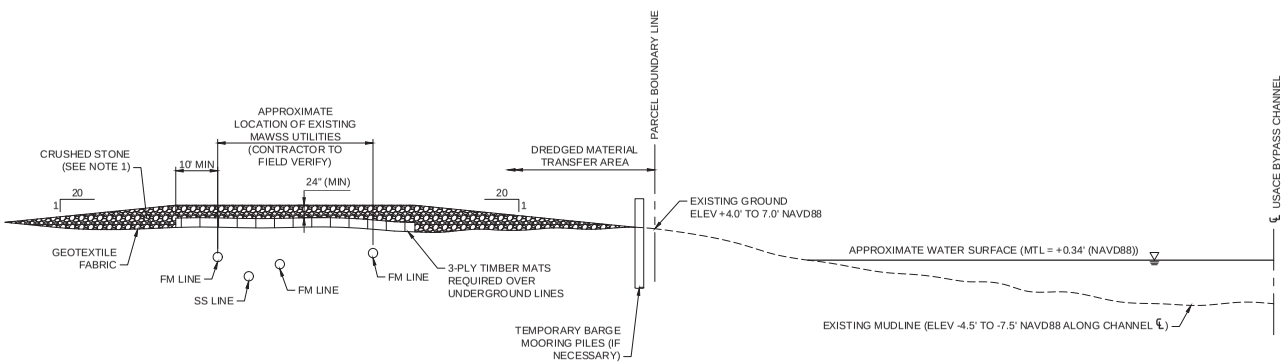
Sheet Reference No.
C-101

INDEX: 8 OF 9

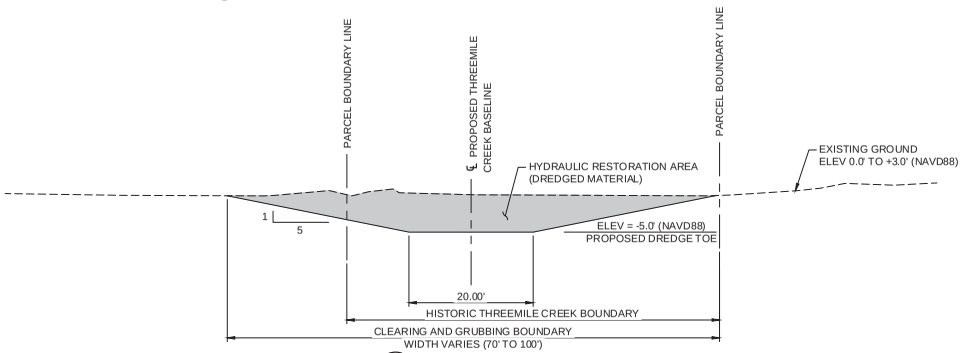
DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

NOTES

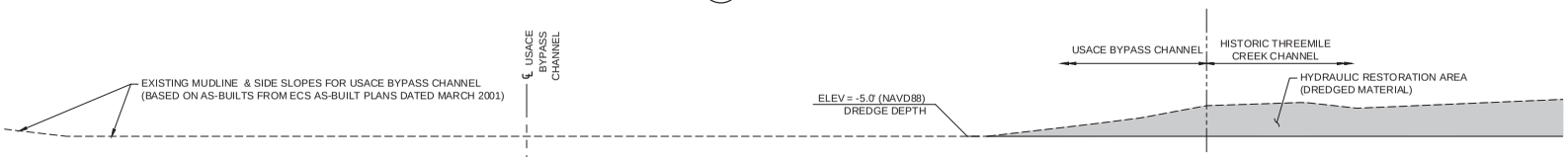
1. THE CROWN RAMP OVER THE EXISTING PIPELINES SHALL CONSIST OF CRUSHED STONE FOR FULL WIDTH AND LENGTH OF RAMP. CRUSHED STONE MATERIAL SHALL BE PLACED IN ACCORDANCE WITH ALDOT SPECIFICATIONS BY POSITIVE MECHANICAL MEANS AND COMPACTED IN LIFTS NOT TO EXCEED 8" OF COMPACTED THICKNESS.



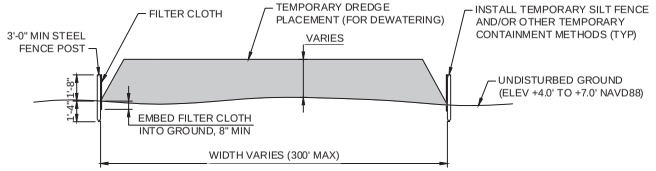
A G-101 MATERIAL TRANSFER AREA (BURIED UTILITIES CROSSING) - TYPICAL SECTION
SCALE: NTS



B C-101 DREDGING - TYPICAL SECTION
SCALE: NTS



C C-101 DREDGING @ BYPASS CHANNEL - SECTION
SCALE: NTS



D G-101 TEMPORARY DREDGE PLACEMENT - TYPICAL SECTION
SCALE: NTS

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

TYPICAL SECTIONS

Designed by: CG
Drawn by: CG
Checked by: GIS
Reviewed by: -
Submitted by: GERALD GONGY MOFFATT & NICHOL
Date: 2021-09-30
Rev: -
MBN Project No. 18456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
C-301
INDEX: 9 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



LEGEND

- PARCEL BOUNDARIES
- CONTRACTOR STAGING AREA/ MATERIAL TRANSFER AREA
- CONTRACTOR HAUL ROUTE
- SF — SILT FENCE (SEE ALDOT SPECIAL DRAWING NO. ESC-200-4)
- TB — TURBIDITY BARRIER/FLOATING BASIN BOOM (SEE ALDOT SPECIAL DRAWING NO. ESC-501)
- STABILIZED CONSTRUCTION ENTRANCE (SEE ALDOT SPECIAL DRAWING NO. ESC-502)
- UNDERGROUND GAS MAIN
- OVERHEAD ELECTRICAL LINES

NOTES

1. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.
2. CONTRACTOR TO DETERMINE DEWATERING AND MATERIAL HANDLING MEANS AND METHODS WITHIN THE MATERIAL TRANSFER AREA IN ACCORDANCE WITH ALDOT SPECIFICATIONS AND STANDARD DRAWINGS. SEE ALDOT SPECIAL DRAWINGS ESC-200-4 AND ESC-507 FOR MORE DETAILS.
3. CONTRACTOR TO COORDINATE WITH MOBILE HOUSING BOARD FOR SITE ACCESS. EXISTING FENCE SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION PRIOR TO DEMOBILIZATION.
4. THE CONTRACTOR SHALL PROPERLY IMPLEMENT & REGULARLY MAINTAIN THE CONTROLS, PRACTICES, AND MEASURES SPECIFIED IN THE CBMPP.

N

40' 0' 40' 80'

SCALE: 1"=40'

90% DESIGN
ISSUED: 2021-12-20
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

TEMPORARY EROSION & SEDIMENT CONTROL - ENLARGED PLAN 1 OF 2

Designed by: GS
Drawn by: CS
Checked by: KMS
Reviewed by: JH
Submitted by: GERALD SONGY MOFFATT & NICHOL
Date: 2021-12-20
M&N Project No. 14456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Rev: -

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-2006

SEAL

Sheet Reference No.
C-401
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DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

1363



LEGEND

- PARCEL BOUNDARIES
- CONTOURS
- TURBIDITY BARRIER/FLOATING BASIN BOOM (SEE ALDOT SPECIAL DRAWING NO. ESC-501)
- STABILIZED CONSTRUCTION ENTRANCE (SEE ALDOT SPECIAL DRAWING NO. ESC-502)

NOTES

1. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.
2. CONTRACTOR TO DETERMINE DEWATERING AND MATERIAL HANDLING MEANS AND METHODS WITHIN THE MATERIAL TRANSFER AREA AND/OR HYDRAULIC RESTORATION AREA IN ACCORDANCE WITH ALDOT SPECIFICATIONS AND STANDARD DRAWINGS. SEE ALDOT SPECIAL DRAWINGS ESC-200-4 AND ESC-507 FOR MORE DETAILS.
3. THE CONTRACTOR SHALL PROPERLY IMPLEMENT & REGULARLY MAINTAIN THE CONTROLS, PRACTICES, AND MEASURES SPECIFIED IN THE CBMPP.

N

60' 0' 60' 120'

SCALE: 1"=60'

90% DESIGN
ISSUED: 2021-12-20
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

THREE MILE CREEK HYDRAULIC RESTORATION

TEMPORARY EROSION & SEDIMENT CONTROL - ENLARGED PLAN 2 OF 2

Designed by:	Drawn by:	Reviewed by:	Submitted by:
GS	CS	JH	GERALD SONGY MOFFATT & NICHOL

Date: 2021-12-20
Drawn by: MBS
Mott Project No. 194564.02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (D SHEET)
Rev: -

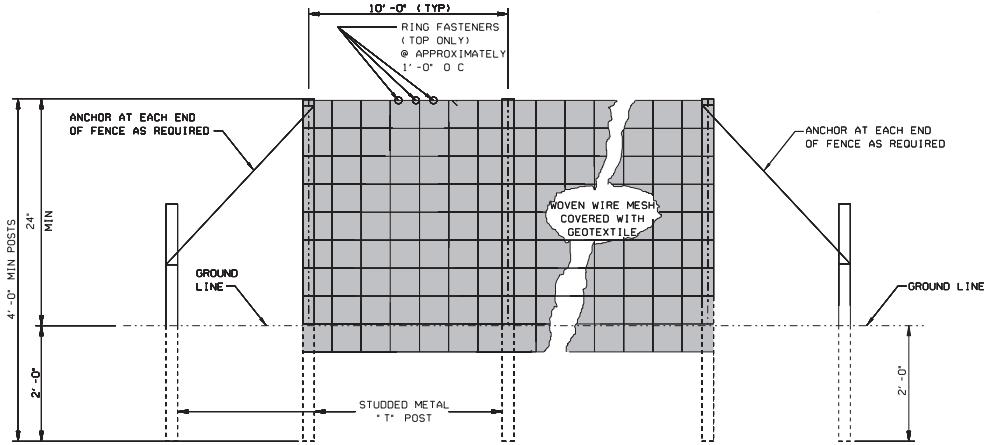
11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0906

SEAL

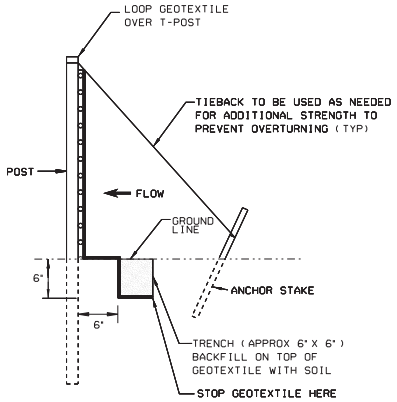
Sheet Reference No.
C-402
INDEX: 19 OF 22

1364

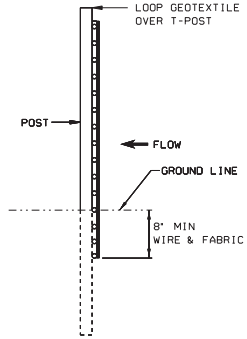
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



ELEVATION VIEW

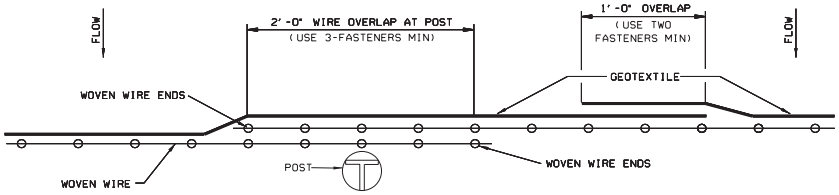


METHOD I



METHOD II
MECHANICAL INSTALLATION

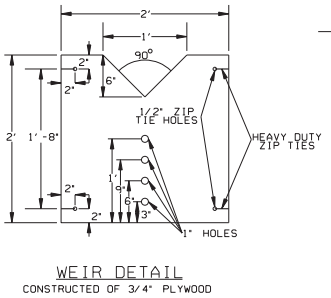
SIDE VIEW



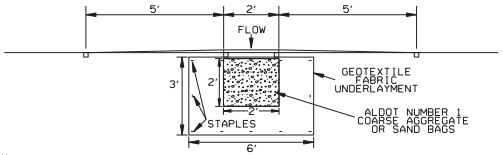
PLAN VIEW

REQUIRED LAPPING

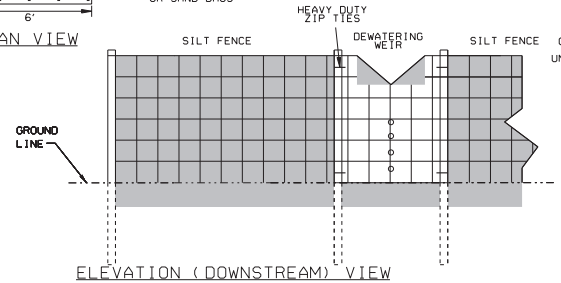
NOTES:
1. METHOD II FENCE INSTALLATION ALSO TO INCLUDE ANCHORS AND TIEBACKS AS REQUIRED.
2. SILT FENCE SHALL BE USED IN AREAS WHERE FLOW IS LOW TO MODERATE OR AS DIRECTED BY THE ENGINEER.
3. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED DOWN GRADE OF ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
4. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR ADDITIONAL BEST MANAGEMENT PRACTICES SUCH AS VEGATATED BUFFERS.
5. WHEREVER POSSIBLE SILT FENCES SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATE SEDIMENTATION.
6. FOR AREAS OF CONCENTRATED IMPOUNDMENT, T-POST SPACING SHOULD BE REDUCED TO 5 FT WITH THE INCORPORATION OF A DEWATERING WEIR.
7. THE CONTRACTOR MAY ELECT TO USE EITHER INSTALLATION METHOD I OR METHOD II.
8. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
9. SEE ALDOT LIST 11-3 FOR APPROVED SILT FENCE GEOTEXTILES.
10. THE DEWATERING WEIR AND ALL ASSOCIATED ITEMS AND LABOR SHALL BE A SUBSIDIARY OBLIGATION OF THE SILT FENCE.



WEIR DETAIL
CONSTRUCTED OF 3/4" PLYWOOD

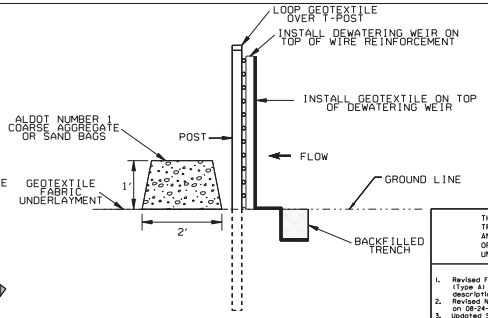


PLAN VIEW



ELEVATION (DOWNSTREAM) VIEW

DEWATERING WEIR



SIDE VIEW

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS
1. Revised Fence height and deleted (Type A) from the Silt Fence description on 07-12-07 by WWA.
2. Revised Notes 2, 3, 4, 6 and added 8 on 08-24-11 by JFT.
3. Updated Special Drawing No. from ESC-200 (SHEET 4 OF 5) to ESC-200-4 on 10-31-16 by JFT AND JWM.
4. Revised Elevation View and Method I view. Added new Note 6 and renumbered rest accordingly. Added dewatering weir and installation details on 9-2-2020 by DJW.

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

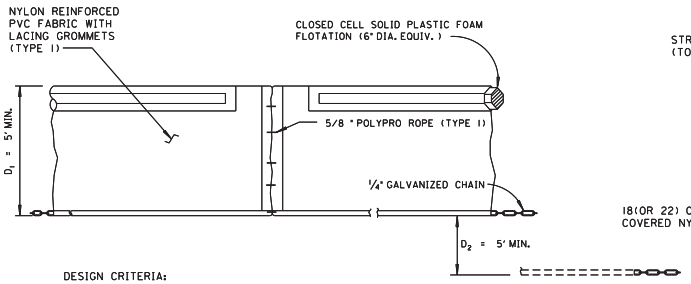
DETAILS OF SILT FENCE INSTALLATION

Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 2006

SPECIAL DRAWING NO: ESC-200-4
INDEX NO: 66508

NOT TO SCALE

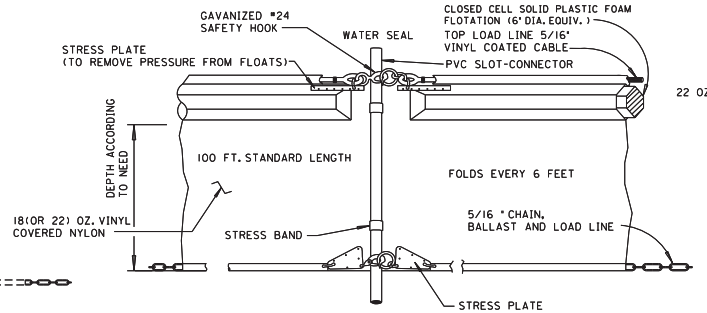
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



DESIGN CRITERIA:
TYPE I CONFIGURATION SHOULD BE USED IN PROTECTED AREAS WHERE THERE IS NO CURRENT AND THE AREA IS SHELTERED FROM WIND AND WAVES.

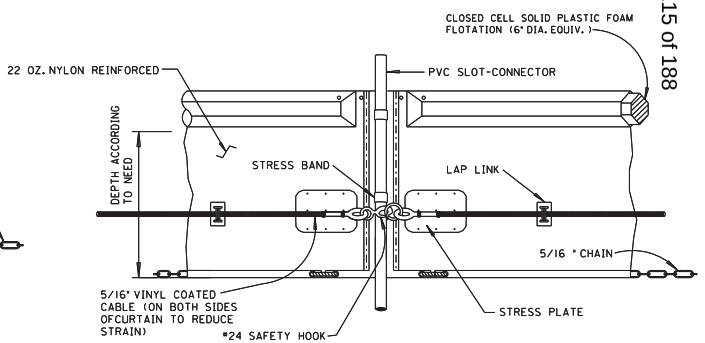
D_1 = (SINGLE PANEL FOR DEPTHS 5' OR LESS).
D_2 = (ADDITIONAL PANEL FOR DEPTHS > 5').
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO(2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

TYPE 1



TYPE 2 CONFIGURATION SHOULD BE USED IN PROTECTED AREAS WHERE THERE MAY BE SMALL TO MODERATE CURRENT RUNNING (≤ 3.5' PER SECOND) AND/OR WIND AND WAVE ACTION CAN AFFECT THE CURTAIN.

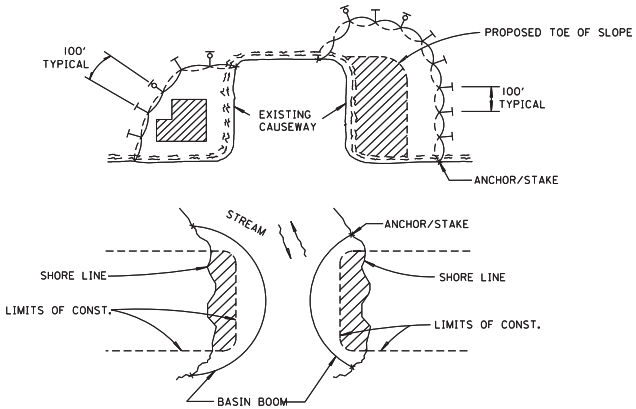
TYPE 2



TYPE 3 CONFIGURATION SHOULD BE USED IN AREAS WHERE CONSIDERABLE CURRENT (≤ 5' PER SECOND) MAY BE PRESENT, WHERE TIDAL ACTION MAY BE PRESENT, AND/OR WHERE THE CURTAIN IS POTENTIALLY SUBJECT TO WIND AND WAVE ACTION.

TYPE 3

TYPICAL FLOATING BASIN BOOM INSTALLATION



LEGEND

- DREDGE, FILL OR WORK AREA
- MOORING BOUY W/ ANCHOR
- ANCHOR

NOTES:
1. THE CONTRACTOR IS RESPONSIBLE FOR SELECTION OF THE APPROPRIATE TYPE OF FLOATING BASIN BOOM AND INSTALLATION METHODS BASED ON WATER BODY CONDITIONS.
2. FLOATING BASIN BOOMS ARE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS DIRECTIONS.
3. FLOATING BASIN BOOMS CAN BE STAKED AND/OR ANCHORED IN STILL OR MOVING WATERS.
4. FLOATING BASIN BOOMS ARE INTENDED TO PREVENT SEDIMENT MIGRATION WITHIN THE WATER BODY. THEY ARE NOT INTENDED TO BE INSTALLED AS THE PRIMARY SEDIMENT CONTROL METHOD, OR TO CAPTURE SEDIMENT FROM UPLAND AREAS AS A PRIMARY FUNCTION. OTHER UPLAND EROSION AND SEDIMENT CONTROL MEASURES SHOULD BE INCORPORATED AS PROVIDED IN THE PLANS AND STANDARD DRAWINGS.
5. FLOATING BASIN BOOM SHOWN MAY BE SIMILAR TO PROPRIETARY DESIGNS. FUNCTIONALLY EQUIVALENT DESIGNS MEETING CONTRACT REQUIREMENTS MAY ALSO BE USED.

FLOATING BASIN BOOM APPLICATIONS

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

FLOATING BASIN BOOM

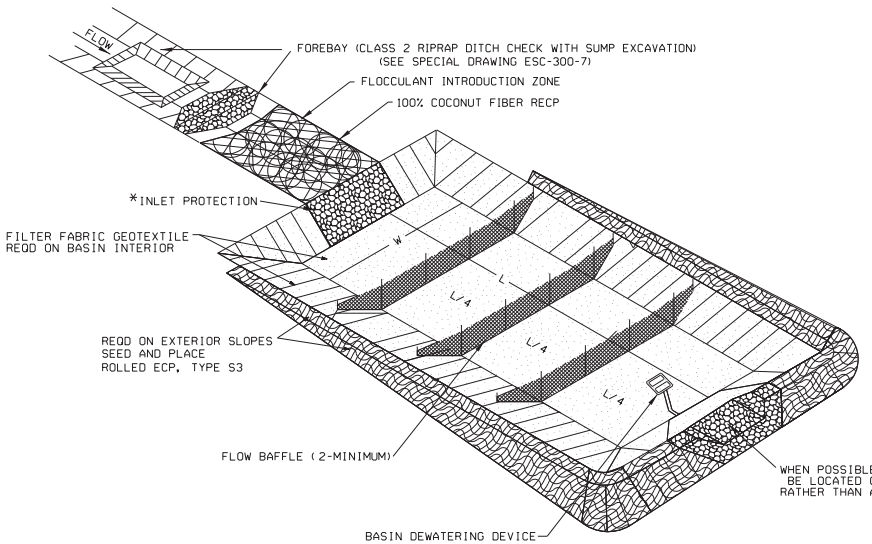
Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 2006

SPECIAL DRAWING NO: ESC-501

INDEX NO: 66529

NOT TO SCALE

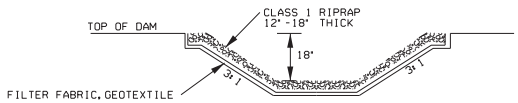
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



PERSPECTIVE VIEW

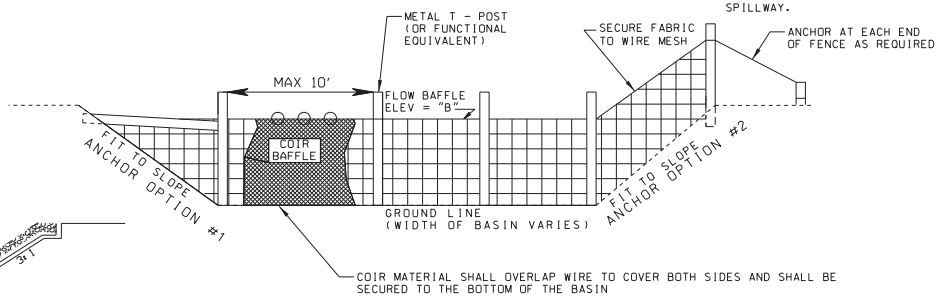
NOTES :

1. INLET AND SPILLWAY LOCATIONS TO BE ADJUSTED TO FIT EXISTING SITE CONTOURS. (BASIN IS NOT NECESSARILY RECTANGULAR SHAPED)
2. BAFFLES SHALL BE CONSTRUCTED OF 100% COCONUT (COIR) FIBER MATERIAL SUPPORTED BETWEEN POSTS WITH WIRE MESH BACKING AS SHOWN BELOW. ROWS SHALL BE EVENLY SPACED THROUGH THE BASIN.
3. THE FLOCCULANT INTRODUCTION ZONE AND BASIN ENTRY SHALL BE TOPPED WITH 100% COCONUT (COIR) FIBER MATERIAL RECP THAT EXTENDS TO THE TOE OF THE SLOPE. MATERIAL PROPERTIES SHALL MEET THE SAME REQIREMENTS AS GIVEN FOR FLOW BAFFLES.
4. FLOCCULANT SHALL BE PLACED AT THE INLET END OF THE BASIN IN THE FLOCCULANT INTRODUCTION ZONE. FLOCCULANT CONDITION SHALL BE MONITORED AND SHALL BE REPLACED WHEN IT NO LONGER APPEARS TO BE EFFECTIVE.
5. DO NOT CONSTRUCT TEMPORARY SEDIMENTATION BASIN IN FLOODWAY.
6. TEMPORARY SEDIMENT BASINS SHALL BE CONSTRUCTED UTILIZING EXISTING GROUND SURFACE WHERE POSSIBLE TO MINIMIZED DISTURBANCE.

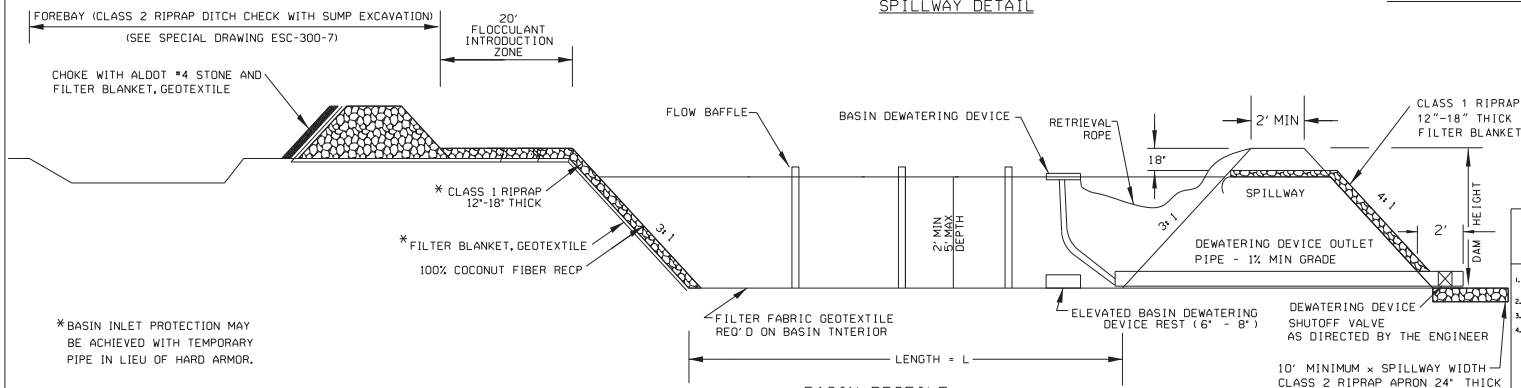


SPILLWAY DETAIL

NOTE: ELEV "B" (COIR BAFFLE ELEVATION) SHOULD NOT BE BELOW THE CREST ELEVATION OF THE AUXILIARY SPILLWAY.



FLOW BAFFLE DETAIL



*BASIN INLET PROTECTION MAY BE ACHIEVED WITH TEMPORARY PIPE IN LIEU OF HARD ARMOR.

BASIN PROFILE
ALONG THE CENTERLINE

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS

1. Changed hatching to show change in material and revised text in "PERSPECTIVE VIEW" on 09-24-12 by JFT.
2. Revised "FLOW BAFFLE DETAIL" on 10-24-14 by JFT.
3. Correct sheet reference "ESC-300, sheet 7 of 8" to "ESC-300-7" on 12-06-16 by LVS.
4. Added coconut fiber callouts. Added new Note 3 and renumbered others accordingly on 8-20-2020 by DJW.

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

TEMPORARY SEDIMENTATION BASIN

Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 01-15-09

SPECIAL DRAWING NO: ESC-507

INDEX NO: 66548

NOT TO SCALE

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK OR EVENTS in ALABAMA

The project manager shall comply with the following conditions intended to protect manatees from direct project effects:

a. Instruct all personnel associated with the project/event about the potential presence of manatees and the need to avoid collisions with manatees. Advise all personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and Alabama Nongame Species Regulation.

b. Operate all vessels associated with the project/event at "no wake/idle" speeds at all times while in the project/event area, and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom when possible. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project/event personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shut down if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with and/or injury to a manatee shall be reported immediately to the Dauphin Island Sea Lab's Manatee Sighting Network (1-866-493-5803) and the U.S. Fish and Wildlife Service in Daphne, Alabama, at (251) 441-5839 or (251) 441-5181 and emailed to: Alabama@fws.gov. Please report nonemergency manatee observations to the numbers above or online at: http://manatee.disl.org/.

f. Temporary signs using text exactly as below shall be posted prior to and during all in-water project or event activities. Signs shall be at least 8½" by 11" explaining the requirements for the "Idle/No Wake" and the shut down of in-water operations. Signs must be posted in locations prominently visible to all personnel engaged in water-related activities and placed visible to each vessel operator. All signs are to be removed by project manager upon completion of the project or event. Questions concerning these signs can be forwarded to the email address listed above. An example is enclosed and can be copied and used during construction/event activities.

Revised Jan 2015



CAUTION:
MANATEE HABITAT



IDLE SPEED IS REQUIRED IF OPERATING A VESSEL IN THE CONSTRUCTION OR EVENT AREA

All equipment must be SHUTDOWN if a manatee comes within 50 FEET of operation

Report any collision with and/or injury to a manatee immediately to:

Dauphin Island Sea Lab's Manatee Sighting Network:

1-866-493-5803

and the U.S. Fish and Wildlife Service in Daphne, AL:

(251) 441-5839 or (251) 441-5181

US Army Corps of Engineers

This notice of authorization must be conspicuously displayed at the site of work.

A permit to perform work authorized by statutes and regulations of the Department of the Army at

Three Mile Creek near Bizzel Street, Patton Avenue, and Belsaw Avenue; at Latitude 30.706731° North, Longitude -88.068633° West, Mobile, Mobile County, Alabama

has been issued to City of Mobile **on** February 2, 2022

Address of Permittee: 205 Government Street, Mobile, Alabama 36602

PERMIT NUMBER

SAM-2021-00187-JCC

Digitally signed by Jessica Crochet Comeaux
Date: 2022.02.02 16:22:50 -06'00'

Jessica Comeaux, Project Manager

South Alabama Branch, Regulatory Division

For the **District Commander**

ENG FORM 4336, Jul 81 (33 CFR 320-330) EDITION OF JUL 70 MAY BE USED

Proponent: CECW-O

U S Army Corps of Engineers

Nationwide Permit Summary

33 CFR Part 330; Issuance of Nationwide Permits – March 19, 2017

27. Aquatic Habitat Restoration, Enhancement, and Establishment Activities. Activities in waters of the United States associated with the restoration, enhancement, and establishment of tidal and non-tidal wetlands and riparian areas, the restoration and enhancement of non-tidal streams and other non-tidal open waters, and the rehabilitation or enhancement of tidal streams, tidal wetlands, and tidal open waters, provided those activities result in net increases in aquatic resource functions and services.

To be authorized by this NWP, the aquatic habitat restoration, enhancement, or establishment activity must be planned, designed, and implemented so that it results in aquatic habitat that resembles an ecological reference. An ecological reference may be based on the characteristics of an intact aquatic habitat or riparian area of the same type that exists in the region. An ecological reference may be based on a conceptual model developed from regional ecological knowledge of the target aquatic habitat type or riparian area.

To the extent that a Corps permit is required, activities authorized by this NWP include, but are not limited to: The removal of accumulated sediments; the installation, removal, and maintenance of small water control structures, dikes, and berms, as well as discharges of dredged or fill material to restore appropriate stream channel configurations after small water control structures, dikes, and berms, are removed; the installation of current deflectors; the enhancement, rehabilitation, or re-establishment of riffle and pool stream structure; the placement of in-stream habitat structures; modifications of the stream bed and/or banks to enhance, rehabilitate, or re-establish stream meanders; the removal of stream barriers, such as undersized culverts, fords, and grade control structures; the backfilling of artificial channels; the removal of existing drainage structures, such as drain tiles, and the filling, blocking, or reshaping of drainage ditches to restore wetland hydrology; the installation of structures or fills necessary to restore or enhance wetland or stream hydrology; the construction of small nesting islands; the construction of open water areas; the construction of oyster habitat over unvegetated bottom in tidal waters; shellfish seeding; activities needed to reestablish vegetation, including plowing or discing for seed bed preparation and the planting of appropriate wetland species; re-establishment of submerged aquatic vegetation in areas where those plant communities previously existed; reestablishment of tidal wetlands in tidal waters where those wetlands previously existed; mechanized land clearing to remove non-native invasive, exotic, or nuisance vegetation; and other related activities. Only native plant species should be planted at the site.

This NWP authorizes the relocation of non-tidal waters, including non-tidal wetlands and streams, on the project site provided there are net increases in aquatic resource functions and services.

Except for the relocation of non-tidal waters on the project site, this NWP does not authorize the conversion of a stream or natural wetlands to another aquatic habitat type (e.g., the conversion of a stream to wetland or vice versa) or uplands. Changes in wetland plant communities that occur when wetland hydrology is more fully restored during wetland rehabilitation activities are not considered a conversion to another aquatic habitat type. This NWP does not authorize stream channelization. This NWP does not authorize the relocation of tidal waters or the conversion of tidal waters, including tidal wetlands, to other aquatic uses, such as the conversion of tidal wetlands into open water impoundments.

Compensatory mitigation is not required for activities authorized by this NWP since these activities must result in net increases in aquatic resource functions and services.

Reversion. For enhancement, restoration, and establishment activities conducted: (1) In accordance with the terms and conditions of a binding stream or wetland enhancement or restoration agreement, or a wetland establishment agreement, between the landowner and the U.S. Fish and Wildlife Service (FWS), the Natural Resources Conservation Service (NRCS), the Farm Service Agency (FSA), the National Marine Fisheries Service (NMFS), the National Ocean Service (NOS), U.S. Forest Service (USFS), or their designated state cooperating agencies; (2) as voluntary wetland restoration, enhancement, and establishment actions documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or (3) on reclaimed surface coal mine lands, in accordance with a Surface Mining Control and Reclamation Act permit issued by the Office of Surface Mining Reclamation and Enforcement (OSMRE) or the applicable state agency, this NWP also authorizes any future discharge of dredged or fill material associated with the reversion of the area to its documented prior condition and use (i.e., prior to the restoration, enhancement, or establishment activities). The reversion must occur within five years after expiration of a limited term wetland restoration or establishment agreement or permit, and is authorized in these circumstances even if the discharge occurs after this NWP expires. The five-year reversion limit does not apply to agreements without time limits reached between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS, or an appropriate state cooperating agency. This NWP also authorizes discharges of dredged or fill material in waters of the United States for the reversion of wetlands that were restored, enhanced, or established on prior-converted cropland or on uplands, in accordance with a binding agreement

between the landowner and NRCS, FSA, FWS, or their designated state cooperating agencies (even though the restoration, enhancement, or establishment activity did not require a section 404 permit). The prior condition will be documented in the original agreement or permit, and the determination of return to prior conditions will be made by the Federal agency or appropriate state agency executing the agreement or permit. Before conducting any reversion activity the permittee or the appropriate Federal or state agency must notify the district engineer and include the documentation of the prior condition. Once an area has reverted to its prior physical condition, it will be subject to whatever the Corps Regulatory requirements are applicable to that type of land at the time. The requirement that the activity results in a net increase in aquatic resource functions and services does not apply to reversion activities meeting the above conditions. Except for the activities described above, this NWP does not authorize any future discharge of dredged or fill material associated with the reversion of the area to its prior condition. In such cases a separate permit would be required for any reversion.

Reporting. For those activities that do not require pre-construction notification, the permittee must submit to the district engineer a copy of: (1) The binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement, or a project description, including project plans and location map; (2) the NRCS or USDA Technical Service Provider documentation for the voluntary stream enhancement or restoration action or wetland restoration, enhancement, or establishment action; or (3) the SMCRA permit issued by OSMRE or the applicable state agency. The report must also include information on baseline ecological conditions on the project site, such as a delineation of wetlands, streams, and/or other aquatic habitats. These documents must be submitted to the district engineer at least 30 days prior to commencing activities in waters of the United States authorized by this NWP.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing any activity (see general condition 32), except for the following activities: (1) Activities conducted on non- Federal public lands and private lands, in accordance with the terms and conditions of a binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS or their designated state cooperating agencies; (2) Voluntary stream or wetland restoration or enhancement action, or wetland establishment action, documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or (3) The reclamation of surface coal mine lands, in accordance with an SMCRA permit issued by the OSMRE or the applicable state agency. However, the permittee must submit a copy of the appropriate documentation to the district engineer to fulfill the reporting requirement. (Authorities: Sections 10 and 404)

Note: This NWP can be used to authorize compensatory mitigation projects, including mitigation banks and in-lieu fee projects. However, this NWP does not authorize the reversion of an area used for a compensatory mitigation project to its prior condition, since compensatory mitigation is generally intended to be permanent.

A. **Regional Conditions**

1. **Alabama Water Quality Certification Special Conditions:**
http://www.sam.usace.army.mil/Missions/Regulatory/NWP.aspx

2. **Alabama Coastal Zone Managment Conditions:**
A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office.

B. There shall be no construction of open water areas in existing wetlands unless the impacted wetland acreage is replaced elsewhere within the restoration, establishment, and/or enhancement project area.

C. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

3. **Mississippi Regional Conditions:**
http://www.sam.usace.army.mil/Missions/Regulatory/NWP.aspx

B. **Nationwide Permit General Conditions**

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/ or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

☐ 1. **Navigation**.

☐ (a) No activity may cause more than a minimal adverse effect on navigation.

☐ (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

☐ (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the

Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

☐ 2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

☐ 3. **Spawning Areas**. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

☐ 4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

☐ 5. **Shellfish Beds**. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

☐ 6. **Suitable Material**. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

☐ 7. **Water Supply Intakes**. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

☐ 8. **Adverse Effects From Impoundments**. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

☐ 9. **Management of Water Flows**. To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

☐ 10. **Fills Within 100-Year Floodplains**. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

☐ 11. **Equipment**. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

☐ 12. **Soil Erosion and Sediment Controls**. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

☐ 13. **Removal of Temporary Fills**. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

☐ 14. **Proper Maintenance**. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

☐ 15. **Single and Complete Project**. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

☐ 16. **Wild and Scenic Rivers**.

☐ (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ''study river'' for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

☐ (b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ''study river'' for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

☐ (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

☐ 17. **Tribal Rights**. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

☐ 18. **Endangered Species**.

☐ (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which ''may affect'' a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

☐ (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If preconstruction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

☐ (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity ''may affect'' or will have ''no effect'' to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non- Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have ''no effect'' on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

☐ (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species specific permit conditions to the NWPs.

☐ (e) Authorization of an activity by an NWP does not authorize the ''take'' of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with ''incidental take'' provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where ''take'' means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word ''harm'' in the definition of ''take'' means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

☐ (f) f the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

☐ (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide Web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.

☐ 19. **Migratory Birds and Bald and Golden Eagles**. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether ''incidental take'' permits are

necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

☐ 20. **Historic Properties**.

☐ (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

☐ (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

☐ (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the preconstruction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

☐ (d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non- Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non- Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

☐ (e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/ THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

☐ 21. **Discovery of Previously Unknown Remains and Artifacts**. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

☐ **22. Designated Critical Resource Waters**. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment,

additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

☐ (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

☐ (b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

☐ **23. Mitigation**. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

☐ (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

☐ (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

☐ (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1⁄10-acre and require preconstruction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1⁄10-acre or less that require preconstruction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

☐ (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to- replace resources (see 33 CFR 332.3(e)(3)).

☐ (e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

☐ (f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

☐ (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

☐ (2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

☐ (3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

☐ (4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in

waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

☐ (5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

☐ (6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

☐ (g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2- acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

☐ (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

☐ (i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

☐ **24. Safety of Impoundment Structures**. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

☐ **25. Water Quality**. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

☐ **26. Coastal Zone Management**. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

☐ **27. Regional and Case-By-Case Conditions**. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

☐ **28. Use of Multiple Nationwide Permits**. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

☐ **29. Transfer of Nationwide Permit Verifications**. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(Transferee)

(Date)

☐ **30. Compliance Certification**. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

☐ (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

☐ (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

☐ (c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

☐ **31. Activities Affecting Structures or Works Built by the United States.** If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a ''USACE project''), the prospective permittee must submit a preconstruction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

☐ **32. Pre-Construction Notification**.

☐ (a) **Timing**. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

☐ (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

☐ (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is ''no effect'' on listed species or ''no potential to cause effects'' on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

☐ (b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

☐ (1) Name, address and telephone numbers of the prospective permittee;

☐ (2) Location of the proposed activity;

☐ (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

☐ (4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional

general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

☐ (5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

☐ (6) If the proposed activity will result in the loss of greater than 1⁄10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

☐ (7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

☐ (8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

☐ (9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a ''study river'' for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the ''study river'' (see general condition 16); and

☐ (10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

☐ (c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

☐ (d) Agency Coordination:

☐ (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

☐ (2) Agency coordination is required for: (i) All NWP activities that require pre-construction notification and result in the loss of greater than 1⁄2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in

excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

☐ (3) When agency coordination is required, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or email that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the preconstruction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

☐ (4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

☐ (4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of preconstruction notifications to expedite agency coordination.

C. District Engineer's Decision

☐ 1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2- acre.

☐ 2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

☐ 3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental

effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

☐ 4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) That the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

D. **Further Information**

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

E. **Definitions**

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term ''discharge'' means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

I**ntermittent stream**: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the acres or linear feet of stream bed that are filled or excavated as a result of the regulated activity. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States. Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Nontidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of ''open waters'' include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Preconstruction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where preconstruction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Protected tribal resources: Those natural resources and properties of traditional or customary religious or cultural importance, either on or off Indian lands, retained by, or reserved by or for, Indian tribes through treaties, statutes, judicial decisions, or executive orders, including tribal trust resources.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Reestablishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: Reestablishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of "independent utility"). Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are

Tribal lands: Any lands title to which is either: (1) Held in trust by the United States for the benefit of any Indian tribe or individual; or (2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a jurisdictional water of the United States. If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of ‘‘waterbodies’’ include streams, rivers, lakes, ponds, and wetlands.

LANCE R. LEFLEUR
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March 6, 2017

Colonel Jim DeLapp
Commander, Mobile District
U. S. Army Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

RE: U. S. Army Corps of Engineers 2017 Nationwide Permits (NWPs) Program
Mobile District Notice: SAM-2016-00407-MBM
ADEM Tracking Code: 2016-301-FC-FAA-COE

Dear Colonel DeLapp:

The Alabama Coastal Area Management Program (ACAMP) was developed by the state of Alabama in accordance with the passage and codification of the 1976 Alabama Coastal Area Act (Act No. 534) in order to manage certain land and water activities within the Alabama Coastal Area (Coastal Area). The ACAMP derives authority from Act No. 534 and the 1982 Alabama Environmental Management Act (Act No. 82-612) for the purpose of promoting, improving, and safeguarding the lands and waters located in the Coastal Area of the state through a comprehensive and cooperative program designed to preserve, enhance, and develop such valuable resources for the present and future well-being and general welfare of the citizens of the state. Act No. 534 adheres to the federal rules and regulations established by the Coastal Zone Management Act of 1972, as amended and as such, the ACAMP is a federally-approved coastal program and receives financial benefits in the form of federal grants for its implementation, *(USC 16 §§1451-1466)*. The Coastal Area is defined as the area that lies between the continuous 10-foot contour in Mobile and Baldwin counties seaward to the outer limits of the United States territorial sea *(Code of Alabama 1975 §9-7-10(1))*. The 10-foot contour refers to a continuous line on a map joining points of equal elevation above mean sea level.

The ACAMP is implemented by two state agencies: the Alabama Department of Conservation & Natural Resources (ADCNR) and the Alabama Department of Environmental Management (ADEM). ADCNR is responsible for administration, planning, and public engagement functions, while ADEM is responsible for permitting, monitoring, and regulatory functions. Under its regulatory authority, the ADEM reviewed - for consistency with the ACAMP - each of the above referenced new, modified, and reissued NWPs which were advertised in the 06 January 2017 publication of the Federal Register. As a part of its review, the ADEM considered all materials submitted and associated with 2017 NWP program proposal, including comments submitted by the public.

The NWPs listed below have been determined by the ADEM, based on their scope or nature, not to have a significant impact on coastal resources when implemented in accordance with the specific conditions described herein and are therefore categorically certified to be **consistent with the ACAMP** - pursuant to ADEM Administrative Code 335-8-1-.03(4).

1. **Aids to Navigation**
No additional coastal consistency conditions.

2. **Structures in Artificial Canals**
The permittee shall obtain all appropriate authorizations required by the Alabama Department of Conservation and Natural Resources – State Lands Division (ADCNR-SLD) prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

3. Maintenance

A. Activities authorized under Nationwide Permit 3 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.

B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities

The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

5. Scientific Measurement Devices

A. Activities authorized under Nationwide Permit 5 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.

B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

6. Survey Activities

No additional coastal consistency conditions.

7. Outfall Structures and Associated Intake Structures

A. Activities authorized under Nationwide Permit 7 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.

B. There shall be no placement of new riprap in previously unarmored areas.

C. There shall be no construction of new outfall and/or intake structures on properties fronting the Gulf of Mexico, Pelican Bay, Weeks Bay, Dauphin Island Audubon Sanctuary, or the Point aux Pines wetland system owned by the Board of Trustees of the University of Alabama.

D. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

8. Oil and Gas Structures on the Outer Continental Shelf

No additional coastal consistency conditions.

9. Structures in Fleeting and Anchorage Areas

The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

11. Temporary Recreational Structures

The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

12. Utility Line Activities

A. The permittee shall submit a copy of the Pre-Construction Notification (PCN) required by the Corps to the ADEM Mobile-Coastal office.

B. Activities authorized under Nationwide Permit 12 shall not be located in close proximity to existing submersed grassbeds or natural oyster reefs and shall not result in adverse impacts to those resources.

C. The permittee must demonstrate avoidance and minimization of wetland impacts to the maximum extent practicable. Wetland impacts may be considered only after utilization of all available uplands.

D. The permittee shall undertake restoration of any wetland areas or State waterbottoms temporarily impacted as a result of activities authorized under Nationwide Permit 12. Disturbed areas must be returned to preproject elevations and wetland areas must be revegetated.

E. The permittee shall provide compensatory mitigation for any authorized permanent wetland impacts and shall submit supporting documentation (e.g. certificate of credit purchase) to the ADEM Mobile-Coastal office for verification.
F. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

14. Linear Transportation Crossings

A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office.
B. There shall be no placement of permanent fill in wetlands as part of new construction or expansions of multiple unit residential, commercial, or institutional developments.
C. The permittee must demonstrate avoidance and minimization of wetland impacts to the maximum extent practicable. Wetland impacts may be considered only after utilization of all available uplands.
D. The permittee shall provide compensatory mitigation for any authorized permanent wetland impacts and shall submit supporting documentation (e.g. certificate of credit purchase) to the ADEM Mobile-Coastal office for verification.
E. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

15. U.S. Coast Guard Approved Bridges

The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

16. Return Water from Upland Contained Disposal Areas

A. The permittee shall ensure the salinity of return waters from dredge disposal sites is similar to the salinity of the receiving waters.
B. The discharge from the upland contained disposal area(s) shall not cause a violation of State water quality standards or applicable conditions of the State Clean Water Act Section 401 Water Quality Certification.

17. Hydropower Projects

No additional coastal consistency conditions.

18. Minor Discharges

A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office. The PCN must include a copy of the legal plat.
B. There shall be no dredging or filling of wetlands, except on legally platted lots or parcels in existence on or before 14 August 1979.
C. Activities authorized under Nationwide Permit 18 shall not be located in close proximity to existing submersed grassbeds or natural oyster reefs and shall not result in adverse impacts to those resources.
D. The permittee must demonstrate avoidance and minimization of wetland impacts to the maximum extent practicable. Wetland impacts may be considered only after utilization of all available uplands.
E. The permittee shall provide compensatory mitigation for any authorized permanent wetland impacts and shall submit supporting documentation (e.g. certificate of credit purchase) to the ADEM Mobile-Coastal office for verification.
F. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

19. Minor Dredging

A. Activities authorized under Nationwide Permit 19 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.
B. Dredging is prohibited in the Gulf of Mexico or Pelican Bay in an area from the ADEM Construction Control Line to a point 1,500 feet seaward of Mean High Tide.

C. Dredging is prohibited in the Gulf of Mexico in an area from the City of Gulf Shores Construction Control Line to a point 1,500 feet seaward of Mean High Tide.
D. Dredged material shall be placed in an upland disposal area and properly contained to prevent re-entering the waterway or wetlands unless specifically authorized by other approved permits or exemptions.
E. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

20. Response Operations for Oil and Hazardous Substances

The permittee shall undertake restoration of any wetland areas or State waterbottoms temporarily impacted as a result of activities authorized under Nationwide Permit 20. Disturbed areas must be returned to preproject elevations and wetland areas must be revegetated.

22. Removal of Vessels

A. The permittee shall undertake restoration of any wetland areas or State waterbottoms temporarily impacted as a result of activities authorized under Nationwide Permit 22. Disturbed areas must be returned to preproject elevations and wetland areas must be revegetated.
B. Vessel removal related to a catastrophic natural disaster (e.g. hurricane, discrete flooding event, etc.) is not authorized during the time an applicable Temporary State/Regional General Permit for Emergency Vessel Removal related to the natural disaster recovery is in effect.

23. Approved Categorical Exclusions

No additional coastal consistency conditions.

25. Structural Discharges

A. Activities authorized under Nationwide Permit 25 shall not be located in close proximity to existing submersed grassbeds or natural oyster reefs and shall not result in adverse impacts to those resources.
B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

27. Aquatic Habitat Restoration, Establishment, and Enhancement Activities

A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office.
B. There shall be no construction of open water areas in existing wetlands unless the impacted wetland acreage is replaced elsewhere within the restoration, establishment, and/or enhancement project area.
C. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

28. Modifications of Existing Marinas

A. The permittee shall submit notification to the ADEM Mobile-Coastal office prior to reconfiguration of existing docking facilities at marinas having 10 or more wet slips.
B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

31. Maintenance of Existing Flood Control Facilities

No additional coastal consistency conditions.

32. Completed Enforcement Actions

No additional coastal consistency conditions.

33. Temporary Construction, Access and Dewatering

No additional coastal consistency conditions.

35. Maintenance Dredging of Existing Basins

A. Dredged material shall be placed in an upland disposal area and properly contained to prevent re-entering the waterway or wetlands unless specifically authorized by other approved permits or exemptions.
B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

36. Boat Ramps

A. Activities authorized under Nationwide Permit 36 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.
B. There shall be no construction of boat ramps on properties fronting the Gulf of Mexico, Pelican Bay, Weeks Bay, Dauphin Island Audubon Sanctuary, or the Point aux Pines wetland system owned by the Board of Trustees of the University of Alabama.
C. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

37. Emergency Watershed Protection and Rehabilitation

No additional coastal consistency conditions.

38. Cleanup of Hazardous and Toxic Waste

No additional coastal consistency conditions.

45. Repair of Uplands Damaged by Discrete Events

A. Activities authorized under Nationwide Permit 45 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources.
B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

46. Discharges in Ditches and Canals

No additional coastal consistency conditions.

48. Commercial Shellfish Aquaculture Activities

A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office, ADCNR Marine Resources Division, and the ADCNR-SLD.
B. Activities structures authorized under Nationwide Permit 48 shall not be located in close proximity to existing wetlands, submersed grassbeds, or natural oyster reefs and shall not result in adverse impacts to those resources. The permittee may be required to submit a submersed grassbed survey to the ADEM Mobile-Coastal office prior to commencement of work.
C. There shall be no placement or addition of fill onto State-Owned Submerged Lands.
D. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

53. Removal of Low-Head Dams

A. The permittee shall submit a copy of the PCN required by the Corps to the ADEM Mobile-Coastal office.
B. The permittee shall undertake the restoration of any wetland areas or State waterbottoms temporarily impacted as a result of activities authorized under Nationwide Permit 53. Disturbed areas must be restored to preproject elevations and wetland areas must be revegetated.
C. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

Recognizing that projects are site specific in nature and scope and that conditions may change during project implementation, the ADEM reserves the right to require a permittee to submit additional information or require additional management measures to be implemented, as necessary on a case-by-case basis, in order to ensure that

activities authorized under one or more NWPs are being conducted in a manner that protects water quality and coastal resources.

This categorical certification addresses activities which are regulated under the enforceable policies of the ACAMP as codified in ADEM Admin. Code R. 335-8 and does not, in any way, imply that those activities would therefore comply with the requirements of any other jurisdictional entity. This categorical certification does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, trespass, or any infringement of Federal, State, or local laws or regulations, and in no way purport to vest in any applicant title to lands now owned by the State of Alabama nor shall it be construed as acquiescence by the State of Alabama of lands owned by the State that may be in an applicant's possession.

The following NWPs have been found to be inconsistent with the ACAMP and are not authorized for use within the coastal area of Alabama without individual review of the applicant's certification of coastal consistency.

10. Mooring Bouys
13. Bank Stabilization
21. Surface Coal Mining Activities
24. Indian Tribe or State Administered Section 404 Programs
26. Reserved
29. Residential Developments
30. Moist Soil Management for Wildlife
34. Cranberry Production Activities
39. Commercial and Institutional Developments
40. Agricultural Activities
41. Reshaping Existing Drainage Ditches
42. Recreational Facilities
43. Stormwater Management Facilities
44. Mining Activities
47. Reserved
49. Coal Remining Activities
50. Underground Coal Mining Activities
51. Land-Based Renewable Energy Generation Facilities
52. Water-Based Renewable Energy Generation Pilot Projects
54. Living Shorelines

Call, write, or email the Mobile-Coastal office anytime with questions. Always include the ADEM tracking code above when corresponding on this matter. The ADEM contact for this and other coastal zone management issues is J. Scott Brown. He may be reached by telephone at 251. 304.1176 or via e-mail (jsb@adem.alabama.gov).

Sincerely,

A. Scott Hughes, Chief
Field Operations Division

ASH/jsb

cc: Joy Earp, USACE (Sent Via Email Only: Joy.B.Earp@usace.army.mil)
Phillip Hinesley, ADCNR (Sent Via Email Only: Phillip.Hinesley@dcnr.alabama.gov)

LANCE R. LEFLEUR
DIRECTOR

KAY IVEY
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Montgomery, Alabama 36130-1463
(334) 271-7700 ▪ FAX (334) 271-7950

August 3, 2021

Craig J. Litteken, PMP
Chief, Regulatory Division
Mobile District
U. S. Army Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

AUG 0 9 2021

RE: U. S. Army Corps of Engineers 2021 Proposed Regional General Permits for Minor Structures and Activities within the State of Alabama (ALGP) Program
SPECIAL PUBLIC NOTICE NUMBERS:
SAM-2021-00490-DCH; ALGP-01 – Excavated Boat Slips
SAM-2021-00491-DCH; ALGP-03 – Dredging
SAM-2021-00492-DCH; ALGP-04 – Debris Removal
SAM-2021-00493-DCH; ALGP-05 – Piers and Pile-Supported Structures
SAM-2021-00494-DCH; ALGP-07 – Boat Ramps and Marine Ways
SAM-2021-00495-DCH; ALGP-11 – Shoreline and Bank Stabilization and Protection
SAM-2021-00496-DCH; ALGP-13 – Filling of Previously Dredged Areas
ADEM Tracking Code: ACAMP-2021-350-FC-FAA-COE

Dear Chief Litteken:

The listed ALGPs have been determined by the ADEM, based on their scope or nature, not to have a significant impact on coastal resources when implemented in accordance with the specific conditions prescribed herein. Therefore, and pursuant to ADEM Administrative Code 335-8-1-.03(4), these ALGPs are categorically certified to be consistent with the ACAMP.

SAM-2021-00490-DCH: ALGP-01 - Excavated Boat Slips

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-01 must not authorize any activities or structures on property or parcels fronting the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 ALGP-01 must not authorize new excavated boat slips unless it has been demonstrated that construction of piers, docks, and/or boat shelters, reaching navigational depth adequate for the proposed use, would create a navigation hazard for mariners.

CZM-3 The depth of any new boat slip is to be no greater than the controlling navigational depth of the receiving waters. The maximum length of excavation, measured from the shoreline to the interior extent, must not exceed 50 linear feet. The length of excavation, measured from the shoreline to the interior extent, must be no greater than twice the length of shoreline excavated.

CZM-4 ALGP-01 must not authorize ancillary structures which would have the effect of interfering with natural sediment transport along the shoreline or bank (i.e. wingwalls, groins, jetties, or other solid structures roughly perpendicular to the shore or bank).

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

CZM-5 ALGP-01 must not authorize construction of new canals or expansions of existing canals for the purpose or effect of creating new waterfront property.

SAM-2021-00491-DCH: ALGP-03 - Dredging

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-03 must not authorize any dredging within areas fronting the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 ALGP-03 must not authorize new work channel dredging associated with the use and/or construction of new piers, docks, and/or boat shelters unless it has been demonstrated that construction of piers, docks, and/or boat shelters, reaching navigational depth adequate for the proposed use, would create a navigation hazard for mariners.

SAM-2021-00492-DCH; ALGP-04 – Debris Removal

No additional conditions.

SAM-2021-00493-DCH; ALGP-05 – Piers and Pile-Supported Structures

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-05 must not authorize any structures on property or parcels fronting the Gulf of Mexico or Pelican Bay.

CZM-2 ALGP-05 must not authorize any structures in areas colonized with natural shellfish beds without prior authorization from the Alabama Department of Conservation and Natural Resources – Marine Resources Division (ADCNR-MRD).

CZM-3 ALGP-05 must not authorize the following activities: (a) structures for the permanent mooring of houseboats, (b) fueling facilities, (c) toilets or activities that produce "gray water," (d) habitable structures (defined by the ADEM as "any structure which, by virtue of its design, size or appurtenances, is suitable for occupation as a residence on a temporary or permanent basis, or any similar structure used for commercial purposes"), (e) new marinas, or (f) the expansion of an existing marina beyond the existing authorized footprint.

CZM-4 ALGP-05 must not authorize platforms, decks, "T"s, "L"s, boat berthing areas, gazebos, or other similar structures to be located anywhere except at the waterward end of the access pier; and must not authorize platforms, decks, "T"s, "L"s, boat berthing areas, gazebos, or other similar structures to be located over wetlands, submersed vegetation, or submersed grassbeds.

SAM-2021-00494-DCH; ALGP-07 – Boat Ramps and Marine Ways

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-07 must not authorize any activities or structures on property or parcels fronting the waters of the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 All stormwater runoff from boat ramp approaches and parking areas must be directed away from the boat ramp. Site plans for proposed boat ramps must feature design elements which will accomplish this diversion.

SAM-2021-00495-DCH; ALGP-11 – Shoreline and Bank Stabilization and Protection

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE

MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-11 must not authorize any activities or structures on property or parcels fronting the waters of the Gulf of Mexico, Pelican Bay, Weeks Bay, or the man-made canals on Ono Island.

CZM-2 ALGP-11 must only authorize structures, materials, or bank dressings when it has been determined by the Army Corps of Engineers that no feasible non-structural alternatives are available including, but not limited to, preservation & restoration of dunes, beaches, wetlands, submersed grassbeds, shoreline restoration & nourishment, retreat, or abandonment. Applicant preference and/or aesthetics must not be construed as a valid justification for not implementing non-structural alternatives wherever feasible.

SAM-2021-00496-DCH; ALGP-13 – Filling of Previously Dredged Areas

No additional conditions.

Call, write, or email the Mobile-Coastal office anytime with questions. Always include the ADEM tracking code above when corresponding on this matter. The ADEM contact for this and other coastal zone management issues is J. Scott Brown. He may be reached by telephone at 251. 304.1176 or via e-mail (jsb@adem.alabama.gov).

Sincerely,

A. Scott Hughes, Chief
Field Operations Division

cc: ADCNR-SLD (DCNR.Coastal@dcnr.alabama.gov)
USACE | Mobile District, S. Brad Crosson - (steven.b.crosson@usace.army.mil)

LANCE R. LEFLEUR
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August 4, 2021

Colonel Sebastien P. Joly
Commander, Mobile District
U.S. Army Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

RE: Clean Water Act (CWA) Section 401 Water Quality Certification (WQC), U.S. Army Corps of Engineers (COE) 2021 Proposed Issuance of Alabama General Permits (ALGPs) For Activities Within the State of Alabama

Dear Colonel Joly:

This office has completed a review of the above-referenced notice and all associated materials submitted related to the proposed ALGPs. Any comments made during the public notice period have also been forwarded to the Department for review.

ALGP-01	Excavated Boat Slips
ALGP-03	Dredging
ALGP-04	Debris Removal
ALGP-05	Piers and Pile-Supported Structures
ALGP-07	Boat Ramps and Marine Ways
ALGP-11	Shoreline and Bank Stabilization and Protection
ALGP-13	Filling of Previously Dredged Areas

Because action pertinent to WQC is required by Section 401(a)(1) of the CWA, 33 U.S.C. Section 1251, et seq., we hereby issue certification that there is reasonable assurance that the discharge resulting from the proposed activities as submitted will not violate applicable water quality standards established under Section 303 of the CWA and Title 22, Section 22-22-9(g), Code of Alabama, 1975, provided the applicant acts in accordance with the following conditions as specified. We further certify that there are no applicable effluent limitations under Sections 301 and 302 nor applicable standards under Sections 306 and 307 of the CWA in regard to the activities specified. This certification shall expire at the same time as the expiration date for the above-referenced Alabama Nationwide Permits for activities within the State of Alabama.

To minimize adverse impacts to State waters, by copy of this letter we are requesting the Mobile District Corps of Engineers to incorporate the following as special conditions as appropriate to the type, location, scope, duration, and potential impact of each activity in Alabama authorized by the COE ALGPs:

1. During project implementation, the applicant shall ensure compliance with applicable requirements of ADEM. Admin. Code Chapter 335-6-6 [National Pollutant Discharge Elimination System (NPDES)], Chapter 335-6-10 (Water Quality Criteria), and Chapter 335-6-11 (Water Use Classifications for Interstate and Intrastate Waters).

2. ADEM permit coverage may be required prior to commencing and/or continuing certain activities/operations relating to or resulting from the project. If an applicant has any questions regarding ADEM regulated activity or the need for NPDES permit coverage, the applicant can contact ADEM's Water Division at (334) 271-7823. If an applicant has any questions regarding

ADEM regulated activity or the need for air permit coverage, the applicant can contact ADEM's Air Division at (334) 271-7869. If the applicant has any questions regarding ADEM regulated activity or the need for hazardous, toxic, and/or solid waste permit coverage, the applicant can contact ADEM's Land Division at (334) 271-7730.

3. Upon the loss or failure of any treatment facility, Best Management Practice (BMP), or other control, the applicant shall, where necessary to maintain compliance with this certification, suspend, cease, reduce or otherwise control work/activity and all discharges until effective treatment is restored. It shall not be a defense for the applicant in a compliance action that it would have been necessary to halt or reduce work or other activities in order to maintain compliance with the conditions of this certification.

4. The applicant shall retain records adequate to document activities authorized by this certification for a period of at least three years after completion of work/activity authorized by the certification. Upon written request, the applicant shall provide ADEM with a copy of any record/information required to be retained by this paragraph.

5. The applicant shall conduct or have conducted, at a minimum, weekly comprehensive site inspections until completion of the proposed activity to ensure that effective BMPs are properly designed, implemented, and regularly maintained (i.e., repair, replace, add to, improve, implement more effective practice, etc.) to prevent/minimize to the maximum extent practicable discharges of pollutants in order to provide for the protection of water quality.

6. The applicant shall implement a project-specific or a detailed general BMP Plan prepared by an ADEM recognized qualified credentialed professional (QCP) applicable to and commensurate with activities of the type proposed. Effective BMPs shall be implemented and continually maintained for the prevention and control of turbidity, sediment, and other sources of pollutants, including measures to ensure permanent revegetation or cover of all disturbed areas, during and after project implementation.

7. The applicant shall implement a Spill Prevention Control and Countermeasures (SPCC) Plan for all temporary and permanent onsite fuel or chemical storage tanks or facilities consistent with the requirements of ADEM Admin. Code R. 335-6-6-.12(r), Section 311 of the Federal Water Pollution Control Act, and 40 CFR Part 112. The applicant shall maintain onsite or have readily available sufficient oil & grease absorbing material and flotation booms to contain and clean-up fuel or chemical spills and leaks. The applicant shall immediately notify ADEM after becoming aware of a significant visible oil sheen in the vicinity of the proposed activity. In the event of a spill with the potential to impact groundwater or other waters of the State, the applicant should immediately call the National Response Center at 1-800-424-8802 and the Alabama Emergency Management Agency at 1-800-843-0699. The caller should be prepared to report the name, address and telephone number of person reporting spill, the exact location of the spill, the company name and location, the material spilled, the estimated quantity, the source of spill, the cause of the spill, the nearest downstream water with the potential to receive the spill, and the actions taken for containment and cleanup.

8. Additional, effective BMPs shall be fully implemented and maintained on a daily basis as needed to prevent to the maximum extent possible potential discharges of pollutants from activities authorized by this certification, directly to or to a tributary or other stream segment, that have the potential to impact a State water currently considered impaired [waterbody is identified on the Alabama 303(d)

list, a total maximum daily load (TMDL) has been finalized for the waterbody, and/or the waterbody is otherwise considered a Tier 1 water pursuant to ADEM Admin. Code Ch. 335-6-10]. The applicant shall inspect all BMPs as often as is necessary (daily if needed) for effectiveness, need for maintenance, and the need to implement additional, effective BMPs. Additional effective BMPs shall immediately be implemented as needed to ensure full compliance with ADEM requirements and the protection of water quality in the impaired waterbody.

9. All construction and worker debris (e.g., trash, garbage, etc.) must be immediately removed and disposed in an approved manner. If acceptable offsite options are unavailable, effective onsite provisions for collection and control of onsite worker toilet wastes or gray waste waters (i.e., port-o-let, shower washdown, etc.) must be implemented and maintained. Soil contaminated by paint or chemical spills, oil spills, etc. must be immediately cleaned up or be removed and disposed in an approved manner. Also, the applicant shall manage and dispose of any trash, debris, and solid waste according to applicable state and federal requirements.

10. All materials used as fill, or materials used for construction of structures in a waterbody, must be non-toxic, non-leaching, non-acid forming, and free of solid waste or other debris. This requirement does not preclude the use of construction materials authorized by the COE that are typically utilized in marine or other aquatic applications.

11. The applicant shall implement appropriate measures to minimize the potential for a decrease of instream dissolved oxygen concentrations as a result of project implementation. In addition, the applicant shall ensure that the activities authorized by this certification do not significantly contribute to or cause a violation of applicable water quality standards for instream dissolved oxygen.

12. The applicant shall implement appropriate, effective BMPs, including installation of floating turbidity screens as necessary, to minimize downstream turbidity to the maximum extent practicable. The applicant shall visually monitor or measure background turbidity. The applicant must suspend operations should turbidity resulting from project implementation exceed background turbidity by more than 50 NTUs. Operations may resume when the turbidity decreases to within acceptable levels.

13. The applicant shall evaluate, characterize, and as necessary, conduct regular analysis of any material proposed to be dredged/removed/disturbed in order to ensure that potential pollutants are not present in concentrations that could cause or contribute to a violation of applicable water quality standards. Information regarding the evaluation, characterization, or detailed results of any analyses shall be made available to ADEM upon request.

14. If upland disposal areas are utilized, the applicant shall be responsible for the condition of the disposal area, including the structural integrity of any embankments, until the disposal area is permanently reclaimed or adequately stabilized, to ensure that sediment and/or turbidity in the return water and/or stormwater runoff will not cause substantial visible contrast with the receiving waters, or result in an increase of 50 NTUs above background turbidity levels in the receiving waters.

15. For proposed activities associated with new or updated docks, marinas, multiple boat slips, floating docks, large or multiple piers, etc. or that increase the number of berthing areas, the applicant shall ensure that these facilities are equipped with appurtenances (i.e., trash receptacles, receptacles for fish offal and carcasses, SPCC for fueling facilities, and a sewage pump out system where appropriate) as needed to protect water quality.

16. The applicant is encouraged to consider additional pollution prevention practices, low impact development (LID), and other alternatives to assist in complying with applicable regulatory requirements and possible reduction/elimination of pollutant discharges. LID is an approach to land development or re-development that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product. There are many practices that have been used to implement these sustainable ideas such as bio-retention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements. By implementing LID principles and practices, water can be managed in a way that reduces the impact of built areas and promotes the natural movement of water within an ecosystem or watershed.

17. The applicant is encouraged to consider and implement a site design plan/strategy for post-construction hydrology to mimic pre-construction hydrology to the extent feasible, and for post-construction stormwater runoff peak flows and total stormwater volume to minimize potential downstream channel and stream bank erosion.

18. In recognition that projects are site specific in nature and conditions can change during project implementation, ADEM reserves the right to require the submission of additional information or require additional management measures to be implemented, as necessary on a case-by-case basis, in order to ensure the protection of water quality. Liability and responsibility for compliance with this certification are not delegable by contract or otherwise. The applicant shall ensure that any agent, contractor, subcontractor, or other person employed by, under contract, or paid a salary by the applicant complies with this certification. Any violations resulting from the actions of such person may be considered violations of this certification.

19. Issuance of a certification by ADEM neither precludes nor negates an operator/owner's responsibility or liability to apply for, obtain, or comply with other ADEM, federal, state, or local government permits, certifications, licenses, or other approvals. This certification does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, trespass, or any infringement of Federal, State, or local laws or regulations, and in no way purports to vest in the applicant title to lands now owned by the State of Alabama, nor shall it be construed as acquiescence by the State of Alabama of lands owned by the State of Alabama that may be in the applicant's possession.

Please feel free to contact me at 334-394-4304 in the event you have any questions.

Sincerely,

Anthony Scott Hughes, Chief
Field Operations Division

File: WQ401
c: Nashville District COE & EPA Region IV

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

HANK BURCH
ASSISTANT DIRECTOR

TELEPHONE (334) 242-3484
FAX (334) 242-0999

October 1, 2021

MEMORANDUM

To: **U.S. Army Corps of Engineers, Dylan Hendrix**

Date: October 1, 2021

Project: AL General Permit – State Lands Review

The U.S. Army Corps of Engineers (USACE) is actively seeking comments from State agencies regarding issuance of the Alabama General Permits for the 2021-2026 timeframe. The Alabama Department of Conservation and Natural Resources, State Lands Division (SLD) was asked to summarize SLD's requirements for activities covered under each of the AL General Permits so that the final publication of the Alabama General Permits can provide courtesy notification to potential permittees of SLD requirements that exist beyond the AL General Permit conditions. After review by the SLD, we request that each of the requirements described in the following pages be incorporated into the AL General Permits.

PLEASE NOTE: Edits to the SLD requirements since the previous issuance of General Permits are underlined. Also, the following is based upon review of the proposed revisions to the AL General Permits as published June 3, 2021 by special public notices SAM-2021-00490-DCH through SAM-2021-00496-DCH, which proposed the reservation of ALGP-10 (Living Shorelines) and ALGP-24 (Piers and Pile Supported Structures Located in Weeks Bay).

We appreciate your consideration.

Sincerely,

Hank Burch
Assistant Director

PPM/jjk

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.

ALGP- 01 Excavated Boat Slips

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines for any activity occurring on State-owned water bottoms.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP- 02 Maintenance Dredging

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure or activity and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from State water bottoms.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-03 New Work Channel Dredging

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure or activity and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-04 Debris Removal

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- The ADCNR State Lands Division may require a separate permit and fee for the salvage removal of submerged or buried logs beneath state owned water bottoms.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-05 Piers, Pile-Supported Structures, and Dolphins
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines.
- All structures may not extend greater than 25 percent of the waterway.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the proposed activity.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-07 Boat Ramps and Marine Ways
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the structures located on water bottoms owned by the State of Alabama.
- ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

NOTE: ALGP-10 Living Shorelines is proposed by USACE to be Reserved for the next 5-year cycle.

ALGP-11 Shoreline and Bank Stabilization and Protection
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- This permit should not authorize any activity to regain land lost to erosion or to otherwise accrete land.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the proposed activity.
- Permitted activities undertaken by use of the general permit will not result in a change in property boundaries. The ADCNR State Lands Division may require a separate approval for an applicant to regain title to land lost to erosion.
- Projects shall be designed and sited to minimize impacts to state owned submerged lands and adjacent riparian use areas.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-13 Filling of Previously Dredged Areas

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- The ADCNR State Lands Division may require a separate approval, riparian easement and/or fee for any proposed activity occurring on State-owned water bottoms.
- Applicants must demonstrate that the proposed area to be filled is not dedicated for public use or has a history of use by the general public, such as a man-made canal providing navigational access to more than one property owner.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

NOTE: ALGP-24 Piers and Pile-Supported Structures Located in Weeks Bay is proposed by USACE to be reserved in the next 5-year cycle.



CAUTION:
MANATEE HABITAT



IDLE SPEED IS REQUIRED IF OPERATING A VESSEL IN THE CONSTRUCTION OR EVENT AREA

All equipment must be SHUTDOWN if a manatee comes within 50 FEET of operation

Report any collision with and/or injury to a manatee immediately to:

Dauphin Island Sea Lab's Manatee Sighting Network:

1-866-493-5803

and the U.S. Fish and Wildlife Service in Daphne, AL:

(251) 441-5839 or (251) 441-5181

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, MOBILE DISTRICT
P.O. BOX 2288
MOBILE, AL 36628-0001

February 2, 2022

South Alabama Branch
Regulatory Division

SUBJECT: Department of the Army Alabama Regional General Permit, File Number SAM-2021-00187-JCC, City of Mobile, USACE Bypass Channel

City of Mobile
Attention: Matt Jollit
Email Address: matt.jollit@cityofmobile.org
205 Government Street
Mobile, Alabama 36602

Dear Mr. Jollit:

Reference is made to your request for a Department of the Army permit to perform maintenance dredging on the USACE Bypass Channel adjacent to Three Mile Creek. The project has been assigned file number SAM-2021-00187-JCC which should be referred to in all future correspondence with this office concerning this project. The project is located in the USACE Bypass Channel and Three Mile Creek near Bizzel Street, Patton Avenue, and Belsaw Avenue; at Latitude 30.706731° North, Longitude -88.068633° West; within Section 44, Township 3 South, Range 1 West; in Mobile, Mobile County, Alabama.

Department of the Army permit authorization is necessary because your project involves work in waters of the United States under our regulatory jurisdiction. The project activities will include the hydraulic removal of a maximum of 1,000 cubic yards of sediment from approximately 1,000 linear feet (3 acres) of the USACE Bypass Channel immediately adjacent to the Three Mile Creek restoration area. This section of the channel was previously-maintained to depths of between -6 and -7 feet below mean high water. Dredging would be limited to the removal of sediment which has accumulated since the last maintenance event, and the depth of dredging would not exceed that of the original design of the project. The removed material will be placed on city property on the opposite side of the USACE Bypass Channel (Mobile parcel key numbers 706418, 706427, 706436, 706445, 706472, 706481, and 706409) for dewatering and transfer to approved upland landfill locations. Appropriate BMPs, including turbidity curtains, will be maintained around the dredge area, the entire primary 1.4-acre dewatering area, and the secondary 1.1-acre dewatering area throughout construction, as identified on attached site plans. All temporary structures and fill will be removed at completion of construction activities.

Based upon the information and plans you provided, we hereby verify the work described above, which would be performed in accordance with the attached drawings, is authorized by Alabama Regional General Permit (ALGP), ALGP-03, *Dredging,* in accordance with the 2021 ALGP Program. The ALGP(s) and associated conditions are attached for your review and compliance.

This verification is valid until the scheduled expiration date of September 30, 2026. However, if you have commenced or are under contract to commence the permitted activity before September 30, 2026, you will have 12 months from that date to complete the activity under the terms and conditions of the 2021 ALGP Program.

Your use of the Alabama Regional General Permit(s) (ALGP) is subject to the following special conditions:

a. The activity shall be conducted in accordance with the attached drawings and meet all conditions applicable to the 2021 ALGP Program.

b. The Mobile District must be notified of the commencement and completion of the authorized work. The attached commencement and completion forms may be used for that purpose.

c. The attached yellow Notice of Authorization sign must be posted prominently at the site during construction of the permitted activity.

d. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

e. Best management practices shall be implemented to minimize the loss of turbidity to adjacent waters of the United States. Appropriate turbidity and siltation control measures must be used during construction and maintained in effective operating condition until conditions have returned to normal.

f. The permittee shall implement the attached “Alabama Standard Manatee Construction Conditions” throughout project construction. In the event of an equipment strike, collision with and/or injury to a manatee as a result of project implementation, work shall cease and the permittee shall immediately contact this office at (251) 690-2658 and the U.S. Fish and Wildlife Service in Daphne (251) 441-5181.

g. The permittee and/or contractors must notify the U.S. Army Corps of Engineers, (USACE), Engineering Division, Coastal Branch via phone or email 3 days prior to the

commencement of construction activities. You may contact Ms. Valerie M. Morrow at 251-690-2484 or Valerie.M.Morrow@usace.army.mil.

Nothing in this letter shall be construed as excusing you from compliance with other federal, state, or local statutes, ordinances, or regulations which may affect this work. Revisions to your proposal may invalidate this authorization. In the event changes to this project are contemplated, it is recommended you coordinate with us prior to proceeding with the work.

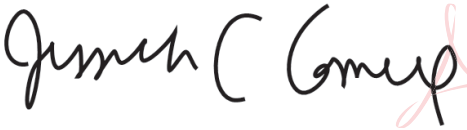
It is the responsibility of the permittee to coordinate this activity with the Alabama Department of Conservation and Natural Resources, State Lands Division, for any approvals, riparian easements, and/or fees that may be required for impacting public submerged lands at: Alabama Department of Conservation and Natural Resources, State Lands Division, Coastal Section, 31115 Five Rivers Boulevard, Spanish Fort, Alabama 36527, (251) 621-1238.

The U.S. Coast Guard (USCG) has requested we include the following statements in our authorizations: In order for the Coast Guard to give proper notice to the maritime community, the permitted owners, contractors, or responsible party shall contact Coast Guard Sector Mobile Waterways Management Branch (spw), 1500 15th Street, Mobile, Alabama 36615, (251) 441-5166 or (251) 441-5940, 60 days prior to performing the proposed action. The permitted owners, contractors, or responsible party must also install and maintain, at the permitted owner's, contractor's, or responsible party's expense, any safety lights, signs and signals required by the USCG, through regulations or otherwise, on the permitted owner's, contractor's, or responsible party's fixed structures. To receive a USCG Private Aids to Navigation marking determination, at no later than 30 days prior to the installation of any fixed structures in navigable waters, you are required to contact the Eighth Coast Guard District (dpw), 500 Poydras Street, Suite 1230, New Orleans, Louisiana 70130, (504) 671-2124 or via email to D8oanPATON@uscg.mil. For general information related to Private Aids to Navigation, please visit the Eight CG District website at www.atlanticarea.uscg.mil/District-8/District-Divisions/Waterways/PATON/.

You are receiving an electronic copy only of this letter. If you wish to receive a paper copy, you should send a written request to this office at the following address: U.S. Army Corps of Engineers, Mobile District, Regulatory Division, Post Office Box 2288, Mobile, Alabama 36628. Electronic copies of this letter are also being sent to your agent, Moffatt & Nichol, Attention: Ms. Mary Beth Sullivan, at msullivan@moffattnichol.com; the Alabama Department of Environmental Management, Mobile Branch / Coastal Section, Attention: Mr. Scott Brown, at coastal@adem.alabama.gov; and the Alabama Department of Conservation and Natural Resources, State Lands Division, Attention: Mr. Will Underwood, at DCNR.Coastal@dcnr.alabama.gov, and Mr. Jeremiah Kolb, at jeremiah.kolb@dcnr.alabama.gov.

Please contact me at (251) 690-3262 or Jessica.C.Comeaux@usace.army.mil if you have any questions. For additional information about our Regulatory Program, visit our web site at www.sam.usace.army.mil/Missions/Regulatory.aspx. Also, please take a moment to complete our customer satisfaction survey located near the bottom of the webpage. Your responses are appreciated and will allow us to improve our services.

Sincerely,



Digitally signed by Jessica Crochet Comeaux
Date: 2022.02.02 16:28:37 -06'00'

Jessica C. Comeaux
Project Manager
South Alabama Branch
Regulatory Division

Attachments

When the structures or work authorized by this Alabama Regional General Permit (ALGP) SAM-2021-00187-JCC are still in existence at the time the property is transferred, the terms and conditions of this ALGP, including any special conditions, will continue to be binding on the new owner of the property. To validate the transfer of this ALGP and the liabilities associated with compliance with its terms and conditions, return this page to the U.S. Army Corps of Engineers, Mobile District after the transferee signs and dates below.

_____ _____
(TRANSFEREE SIGNATURE) (DATE)

_____
(TRANSFEREE PRINTED NAME)

5

COMMENCEMENT CERTIFICATION

U.S. Army Corps of Engineers
Mobile District

Permit Number: **SAM-2021-00187-JCC**

Name of Permittee: **City of Mobile, Attention: Matt Jollit**

Date of Issuance: **February 2, 2022**

Upon commencement of the activity authorized by this permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Mobile District
Regulatory Division
Post Office Box 2288
Mobile, Alabama 36628-0001

Please note your permitted activity is subject to a commencement inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with all terms and conditions of this permit, the permit is subject to permit suspension, modification, or revocation and you are subject to an enforcement action by this office.

I hereby certify the work authorized by the above-referenced permit has commenced in accordance with the terms and conditions of the said permit.

_____ _____
Signature of Permittee Date

6

COMPLETION CERTIFICATION

U.S. Army Corps of Engineers
Mobile District

Permit Number: **SAM-2021-00187-JCC**

Name of Permittee: **City of Mobile, Attention: Matt Jollit**

Date of Issuance: **February 2, 2022**

Upon completion of the activity authorized by this permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Mobile District
Regulatory Division
Post Office Box 2288
Mobile, Alabama 36628-0001

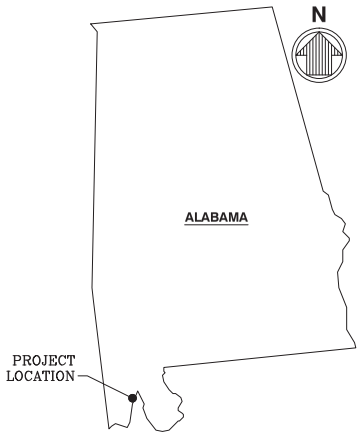
Please note your permitted activity is subject to a completion inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with all terms and conditions of this permit, the permit is subject to permit suspension, modification, or revocation and you are subject to an enforcement action by this office.

I hereby certify the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit.

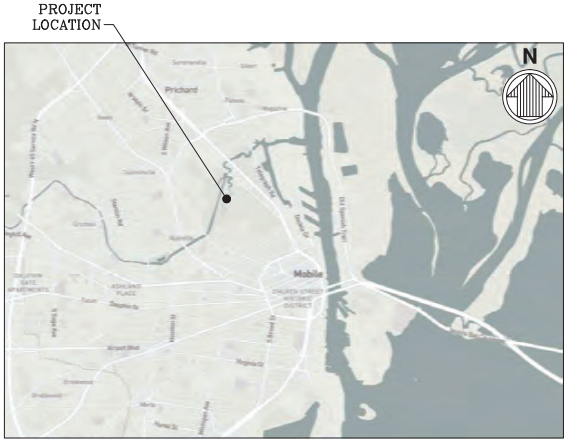
_____ _____
Signature of Permittee Date

THREE MILE CREEK HYDRAULIC RESTORATION

MOBILE, ALABAMA



VICINITY MAP
SCALE: NTS



LOCATION MAP
SCALE: NTS

30% DESIGN DRAWINGS FOR CITY OF MOBILE

SHEET INDEX		
INDEX	SHEET NO.	SHEET TITLE
1	G-001	COVER SHEET, VICINITY & LOCATION MAPS, AND SHEET INDEX
2	G-002	GENERAL NOTES, DESIGN CRITERIA, LEGEND AND ABBREVIATIONS
3	G-101	OVERALL & SITE ACCESS PLAN
4	G-102	ENLARGED PLAN - MATERIAL TRANSFER AREAS
5	G-103	MATERIAL DISPOSAL SITES
6	V-101	EXISTING CONDITIONS PLAN
7	B-001	SOIL BORING LOGS
8	C-101	PROPOSED DREDGING SITE PLAN
9	C-301	TYPICAL SECTIONS

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

Page 158 of 188

THREE MILE CREEK HYDRAULIC RESTORATION

COVER SHEET, VICINITY & LOCATION MAPS, AND SHEET INDEX

Designed by: CG
Date: 2021-09-30
Rev: -
Drawn by: CG
Chk'd by: GS
MBA Project No. 19456-02
Drawing code:
Reviewed by: -
Submitted by: GERALD SONGY MOFFATT & NICHOL
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

Sheet Reference No.
G-001
INDEX: 1 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

1409

GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS STATED IN THE PERMIT: SAM-2017-01282-LET AND ADEM CONSTRUCTION STORMWATER PERMIT. CONTRACTOR SHALL OBTAIN ALL OTHER APPLICABLE PERMITS AND LICENSES AND KEEP COPIES OF THE SAME ON SITE DURING CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN ON THE PLANS WITH THE EXISTING CONDITIONS IN THE FIELD PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL ENSURE THAT ALL SURFACE DRAINAGE WITHIN AND NEAR THE AREA OF WORK ARE KEPT FREE FROM MATERIAL SUCH AS SEDIMENT THAT COULD DISCHARGE INTO MOBILE BAY. UPON COMPLETION OF CONSTRUCTION, REMOVE ACCUMULATED SEDIMENT FROM SILT FENCE AND TEMPORARY SEDIMENT TRAPS AND DISPOSE OF OFFSITE OR IN ACCEPTABLE LOCATION AND MANNER WITHIN THE OWNER'S PROPERTY.
4. ALL AREAS OUTSIDE THE "CONSTRUCTION LIMITS" WHICH ARE DAMAGED BY THE CONTRACTOR, SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION. THE RESTORATION SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER. CONSTRUCTION LIMITS SHALL INCLUDE THE FOLLOWING: HYDRAULIC RESTORATION AREA, MATERIAL TRANSFER AREA, SECONDARY MATERIAL TRANSFER AREA, AND CONTRACTOR HAUL ROUTES SHOWN ON SHEET G-101.
5. SAFE CONSTRUCTION EXCAVATION SLOPES AND SHORING ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD COMPLY WITH ALL OSHA AND OTHER APPLICABLE SAFETY REGULATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE CONSTRUCTION SITE AND THE AREAS OF WORK WHILE PERFORMING THE WORK OF THIS CONTRACT. CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE CONSTRUCTION SITE ON A DAILY BASIS. NO BURNING OF DEBRIS SHALL BE PERMITTED.
8. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE LOCAL, STATE AND FEDERAL ENVIRONMENTAL PROTECTION STANDARDS, LAWS AND REGULATIONS.
9. ALL APPLICABLE SAFETY REGULATIONS SHALL BE FOLLOWED. METHODS OF CONSTRUCTION IS THE CONTRACTOR'S RESPONSIBILITY.
10. ALL INGRESS AND EGRESS TO THE CONSTRUCTION SITE SHALL BE KEPT READILY ACCESSIBLE AND UNOBSTRUCTED AT ALL TIMES. CONSTRUCTION EQUIPMENT WILL NOT BE PERMITTED TO OBSTRUCT ROADWAYS AND/OR PASSAGEWAYS. ANY DEBRIS FALLING ON ROADWAYS AS A RESULT OF CONTRACTOR HAULING MATERIAL OR MOVING EQUIPMENT SHALL BE IMMEDIATELY CLEANED UP.
11. ALL PRECAUTIONS SHALL BE TAKEN AS NECESSARY OR MAY BE REQUIRED, TO PERMANENTLY PREVENT CONTAMINATED WATER, GASOLINE OR ANY OTHER CONTAMINANT FROM ENTERING EXCAVATIONS MADE DURING THE CONTRACT WORK.
12. THE CONTRACTOR SHALL KEEP AND MAINTAIN A SET OF PROJECT PLANS AND SPECIFICATIONS ON THE SITE AT ALL TIMES.
13. CONTRACTOR SHALL USE TURBIDITY CONTROLS AS NECESSARY TO CONTROL TURBIDITY PLUMES. TURBIDITY SHALL BE KEPT <50 NTU ABOVE BACKGROUND TURBIDITY VALUES AS MEASURED AT A POINT <750FT FROM THE POINT OF DREDGE EFFLUENT DISCHARGE. SEE SPECIFICATIONS FOR DETAILS .
14. BACKGROUND AERIAL IMAGES FROM NEARMAP JANUARY 2021.
15. THE INFORMATION DEPICTED ON THESE DRAWINGS REPRESENTS THE RESULTS OF THE SURVEYS ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS AN INDICATION OF THE GENERAL CONDITIONS EXISTING AT THAT TIME.
16. NO CONSTRUCTION EQUIPMENT OR ACTIVITIES MAY OPERATE, TRANSIT, STAGE OR STORE OUTSIDE OF THE CONSTRUCTION LIMITS.
17. THIS DRAWING SET IS FOR PRELIMINARY DESIGN AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
18. THIS DRAWING SET IS FOR PRELIMINARY DESIGN AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
19. ESTIMATED RANGE OF DRAFTS FOR VESSELS TO BE USED FOR CONSTRUCTION.
    WORK BOATS.....4-8 FT
    CREW BOATS.....2-4 FT
    WORK BARGES, FUEL BARGES.....2-6 FT
    SMALL BARGE MOUNTED CLAMSHELL OR EXCAVATOR.....4-6 FT
20. SILT FENCES AND/OR OTHER TEMPORARY CONTAINMENT METHODS SHALL BE INSTALLED BY CONTRACTOR AROUND THE MATERIAL TRANSFER AREA(S) TO PREVENT STORMWATER RUNOFF IMPACTS.
21. ALL CLEARED AND GRUBBED MATERIAL SHALL BE PROPERLY DISPOSED AT AN APPROVED DISPOSAL FACILITY. ON-SITE DISPOSAL OR BURNING SHALL NOT BE ALLOWED.

COORDINATION

1. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH THE OWNER AND/OR THEIR ASSIGNED REPRESENTATIVE.
2. THE CONTRACTOR SHALL SUBMIT A SCHEDULE FOR CONSTRUCTION TO OWNER PRIOR TO ISSUANCE OF NOTICE TO PROCEED, IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

UTILITIES

1. PRIOR TO CONSTRUCTION OR EXCAVATION, THE CONTRACTOR SHALL ASSUME THE RESPONSIBILITY OF LOCATING ANY AND ALL UNDERGROUND UTILITIES (PUBLIC OR PRIVATE) THAT MAY EXIST OR CROSS THROUGH THE AREA OF CONSTRUCTION WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS.
2. THIS PLAN DOES NOT GUARANTEE THE EXISTENCE, NONEXISTENCE, SIZE, TYPE, LOCATION, ALIGNMENT OR DEPTH OF ANY OR ALL UNDERGROUND UTILITIES OR OTHER FACILITIES. WHERE SURFACE FEATURES (MANHOLES, CATCH BASINS, VALVES, ETC.) ARE UNAVAILABLE OR INCONCLUSIVE, INFORMATION SHOWN MAY BE FROM UTILITY OWNER'S RECORDS AND/OR ELECTRONIC LINE TRACING, THE RELIABILITY OF WHICH IS UNCERTAIN. THE CONTRACTOR SHALL PERFORM WHATEVER TEST EXCAVATION OR OTHER INVESTIGATIONS AS NECESSARY TO VERIFY LOCATIONS AND CLEARANCES.
3. CONTRACTOR SHALL CONFORM TO ALABAMA'S LAW AND SAFE DIGGING PRACTICES AND SHALL CONTACT THE NECESSARY AUTHORITIES PRIOR TO START OF CONSTRUCTION. STATE LAW MANDATES THE NOTIFICATION OF UTILITY OWNERS 48 HOURS IN ADVANCE OF EXCAVATION. FOR LOCATION OF UTILITIES CONTACT ALABAMA 811 BY CALLING (800) 292-8525, 48 HOURS PRIOR TO LAND DISTURBANCE ACTIVITY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, AT HIS SOLE EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
5. AT NO POINT DURING THE PROJECT WORK SHALL THE CONTRACTOR INTERRUPT OR DISCONNECT POWER OR BURIED UTILITIES SUCH AS WATER OR SEWER FORCEMAINS. ANY REQUIRED IMPACT TO THE OPERATION OF THE UTILITIES SHALL BE COORDINATED WITH THE OWNER AND THE MAWSS UTILITY DISTRICT PERSONNEL.

CONSTRUCTION

1. CONTRACTOR SHALL NOT INITIATE ANY LAND DISTURBING ACTIVITY UNTIL AUTHORIZED TO PROCEED BY OWNER.
2. SUBMITTALS ON MATERIALS FOR THIS PROJECT SHALL BE PROVIDED TO THE OWNER FOR APPROVAL AS DESCRIBED IN PROJECT MANUAL.
3. EXISTING VEGETATION SURROUNDING THE CONSTRUCTION AREA SHALL REMAIN IN A NATURAL STATE.

MAINTENANCE OF TRAFFIC

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK ZONE SIGNING AND ANY OTHER TRAFFIC CONTROL DEVICES NECESSARY TO PERFORM THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL IMMEDIATELY REMOVE ALL SUCH TEMPORARY DEVICES.
2. ACCESS TO THE PROJECT SITE SHALL USE RESIDENTIAL CITY ROADS. THE CONTRACTOR THEREFORE WILL BE REQUIRED TO VIDEO DOCUMENT THE CONDITION OF THE CITY STREET PRIOR TO CONSTRUCTION AND AFTER CONSTRUCTION. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM THE CONTRACTORS EQUIPMENT, MATERIAL, ETC.. ACCESS WILL BE REPAIRED TO PRE-EXISTING CONDITIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

DREDGING NOTES

1. CONTRACTOR SHALL PERFORM A ONE CALL PRIOR TO ANY DREDGING AND/OR EXCAVATION ACTIVITIES.
2. THE ESTIMATED DREDGING/EXCAVATION QUANTITIES WITHIN THE HYDRAULIC RESTORATION AREA ARE BASED ON THE ROWE ENGINEERING AND SURVEYING CONSULTING ENGINEERS SURVEYS PERFORMED IN JULY AND AUGUST 2021.
3. MINIMAL EXCAVATION MAY BE REQUIRED FOR THE CONTRACTOR TO REACH THE SITE USING THE USACE BYPASS CHANNEL. IF EXCAVATION IS NECESSARY, EXCAVATION MATERIAL WILL BE TEMPORARILY STOCKPILED AND REPLACED PRIOR TO DEMOBILIZATION. CONTRACTOR MAY BE REQUIRED TO BACKFILL EXCAVATED MATERIAL PRIOR TO DEMOBILIZATION BASED UPON PERMIT APPROVAL REQUIREMENTS.

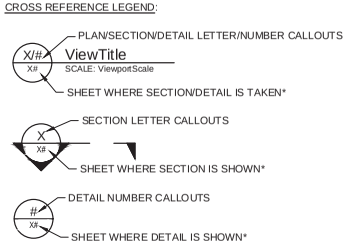
SURVEY NOTES

1. COORDINATES ARE NAD83, ALABAMA STATE PLANE, WEST ZONE, U.S. SURVEY FEET.
2. ALL ELEVATIONS REFERENCE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) – GEOID 12A, U.S. SURVEY FEET.
3. PARCEL BOUNDARY LINES ARE BASED UPON MOBILE COUNTY GIS TAX RECORD INFORMATION. NO PROPERTY CORNERS OR MONUMENTS ARE IMPLIED TO BE PRECISELY LOCATED AND NO TITLE OR DEED RESEARCH WAS CONDUCTED. THEREFORE, ALL PARCEL BOUNDARY LOCATION AS LABELED ON PLANS AND CROSS-SECTIONS ARE APPARENT AND THEREFORE APPROXIMATE.

ABBREVIATIONS:

CL	CENTERLINE
CY	CUBIC YARD
ELEV/EL	ELEVATION
FM	FORCE MAIN
MAWSS	MOBILE AREA WATER & SEWER SYSTEM
MTL	MEAN TIDE LEVEL
NAD83	THE NORTH AMERICAN DATUM OF 1983
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
NTS	NOT TO SCALE
NTU	NEPHELOMETRIC TURBITY UNITS
OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION
ROW	RIGHT-OF-WAY
SS	SANITARY SEWER
USACE	UNITED STATES ARMY CORPS OF ENGINEERS

CROSS REFERENCE LEGEND:



*NOTE: LETTER INDICATES SECTION; NUMBER INDICATES DETAIL. DASH (-) INDICATES SECTION/DETAIL IS FROM SAME SHEET.

EXCAVATIONS	VOLUME		AREA	
HYDRAULIC RESTORATION AREA	20,443	CY	4.1	ACRES
TEMPORARY FILL	**VOLUME**		**AREA**	
MATERIAL TRANSFER AREA	(SEE NOTE 3)	CY	1.4	ACRES
SECONDARY MATERIAL TRANSFER AREA	(SEE NOTE 3)	CY	1.1	ACRES

NOTES

1. FILL WITHIN THE MATERIAL TRANSFER AREA(S) WILL BE TEMPORARILY STOCKPILED, AND WILL BE HAULED OFF TO A MATERIAL DISPOSAL SITE WITHIN WEEKS OF TEMPORARY PLACEMENT.
2. TEMPORARY FILL INCLUDES TOTAL POTENTIAL MAXIMUM FILL OVER ENTIRE CONSTRUCTION DURATION OF THE PROJECT INCLUDING AN APPLIED BULKING FACTOR.
3. CONTRACTOR MAY USE MATERIAL TRANSFER AREA(S) AS NEEDED DURING CONSTRUCTION FOR DREDGE MATERIAL DEWATERING.

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

MOBILE AREA WATER AND SEWER SYSTEM

No.	Description	Date	Appr.
Mark			

THREE MILE CREEK HYDRAULIC RESTORATION

GENERAL NOTES, DESIGN CRITERIA, LEGEND AND ABBREVIATIONS

Designed by: CG
Drawn by: CG
Checked by: CG
Reviewed by: -
Submitted by: GERALD SONOY, MCPHATTER & NICHOL
Date: 2021-09-30
MAWSS Project No. 16456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Rev: -

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0006

SEAL

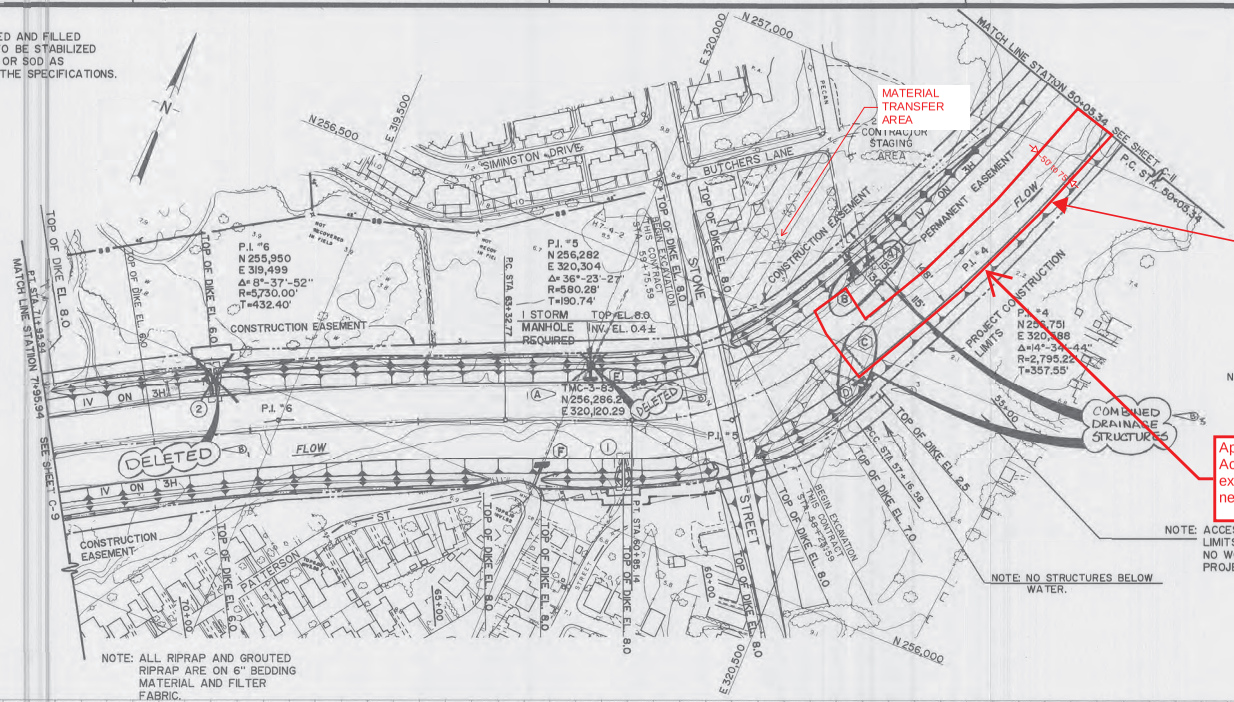
Sheet Reference No.
G-002
INDEX: 2 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

1410

REVISIONS				
SYM.	ZONE	DESCRIPTION	DATE	APPROVED
A	3	GENERAL REVISIONS	07/08/91	CJE
B	4	AS BUILT		

NOTE: ALL DISTURBED AND FILLED AREAS ARE TO BE STABILIZED USING GRASS OR SOD AS INDICATED IN THE SPECIFICATIONS.



Previous USACE Channel Improvement Projects showed dredging/excavation disturbances down to elevations of approximately -6 to -7.0 feet (datum not specified on plans). Mechanical access dredging (if deemed necessary by the awarded construction contractor) would be limited to sediment which has accumulated since the last maintenance event and the dredging would not occur outside of the original dredging template shown in these plans. The maximum dredging volume estimated if deemed necessary and performed is approximately 1,000 CY.

Approximate Access dredging extents (if necessary)

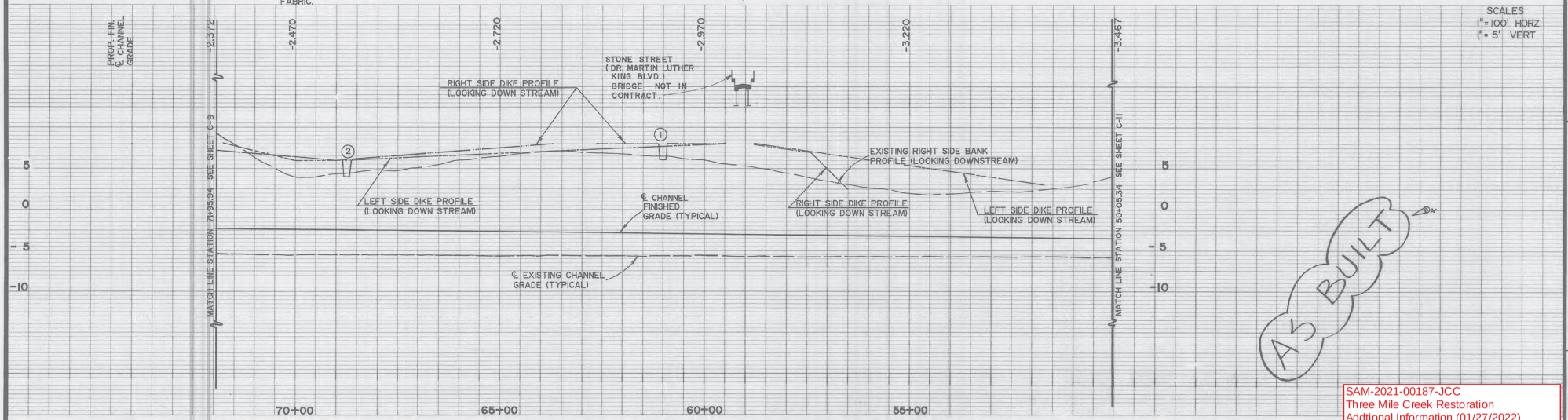
NOTE: BRIDGE CONSTRUCTION BY OTHERS. CONTRACTOR SHALL COORDINATE WITH LOCAL MUNICIPAL AUTHORITIES AND SHALL INTERFACE WORK THIS CONTRACT WITH WORK ACCOMPLISHED

NOTE: ACCESS EAST OF PROJECT CONSTRUCTION LIMITS DENIED NORTH OF STONE STREET. NO WORK OR TRAFFIC ALLOWED EAST OF PROJECT CONSTRUCTION LIMIT.

NOTE: NO STRUCTURES BELOW WATER.

NOTE: ALL RIPRAP AND GROUTED RIPRAP ARE ON 6" BEDDING MATERIAL AND FILTER FABRIC.

SCALES
1" = 100' HORZ.
1" = 5' VERT.



AS BUILT

SAM-2021-00187-JCC
Three Mile Creek Restoration
Addtional Information (01/27/2022)

NOTES:
1. FOR REFERENCE NOTES AND DIKE CONSTRUCTION NOTES, SEE SH. REF. NO. C-2.

[9] DENOTES TRIBUTARY STRUCTURE SEE SHEET C-16

(5) DENOTES OVERBANK DRAINAGE STRUCTURE SEE SHEET C-15

(E) DENOTES STORM DRAINAGE STRUCTURE SEE SHEET C-17

VERTICAL SCALE 1" = 5'
5' 0 5 10 FT.

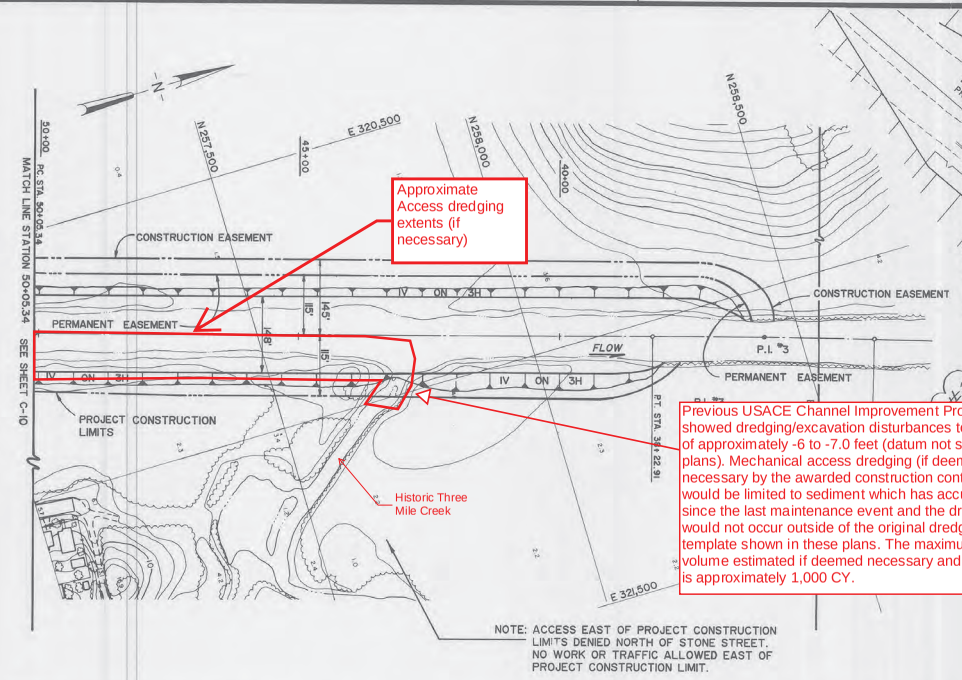
HORIZONTAL SCALE 1" = 100'
100' 0 100 200 FT.

GULF COAST ENGINEERING CONSULTING ENGINEERS MOBILE, ALABAMA
U.S. ARMY ENGINEER DISTRICT, MOBILE CORPS OF ENGINEERS MOBILE, ALA.

CONTRACT IV - CHANNEL IMPROVEMENT PROJECT
THREEMILE CREEK MOBILE, ALABAMA
PLAN - PROFILE
STATION: 71+95.94 TO 50+05.34

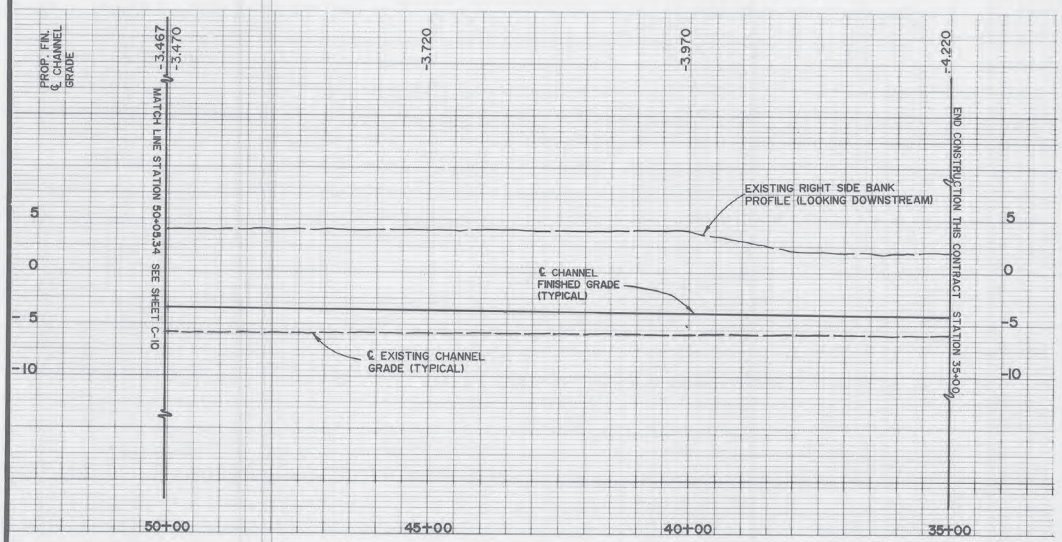
SH. REF. NO.	SPEC. NO.	SIZE	FILE NO.
C-10	DACW01-91-B-0036	D	D-13-4-402
	SCALE: AS NOTED	DATE: JAN 1991	DRAWING NO. 88/10 SHEET

REVISIONS				
SYM.	ZONE	DESCRIPTION	DATE	APPROVED
1		GENERAL REVISIONS	1/16/91	CJC
3		AS BUILT		



Approximate Access dredging extents (if necessary)

Previous USACE Channel Improvement Projects showed dredging/excavation disturbances to elevations of approximately -6 to -7.0 feet (datum not specified on plans). Mechanical access dredging (if deemed necessary by the awarded construction contractor) would be limited to sediment which has accumulated since the last maintenance event and the dredging would not occur outside of the original dredging template shown in these plans. The maximum dredging volume estimated if deemed necessary and performed is approximately 1,000 CY.



NOTES:
1. FOR REFERENCE NOTES AND DIKE CONSTRUCTION NOTES, SEE SH. REF. NO. C-2.

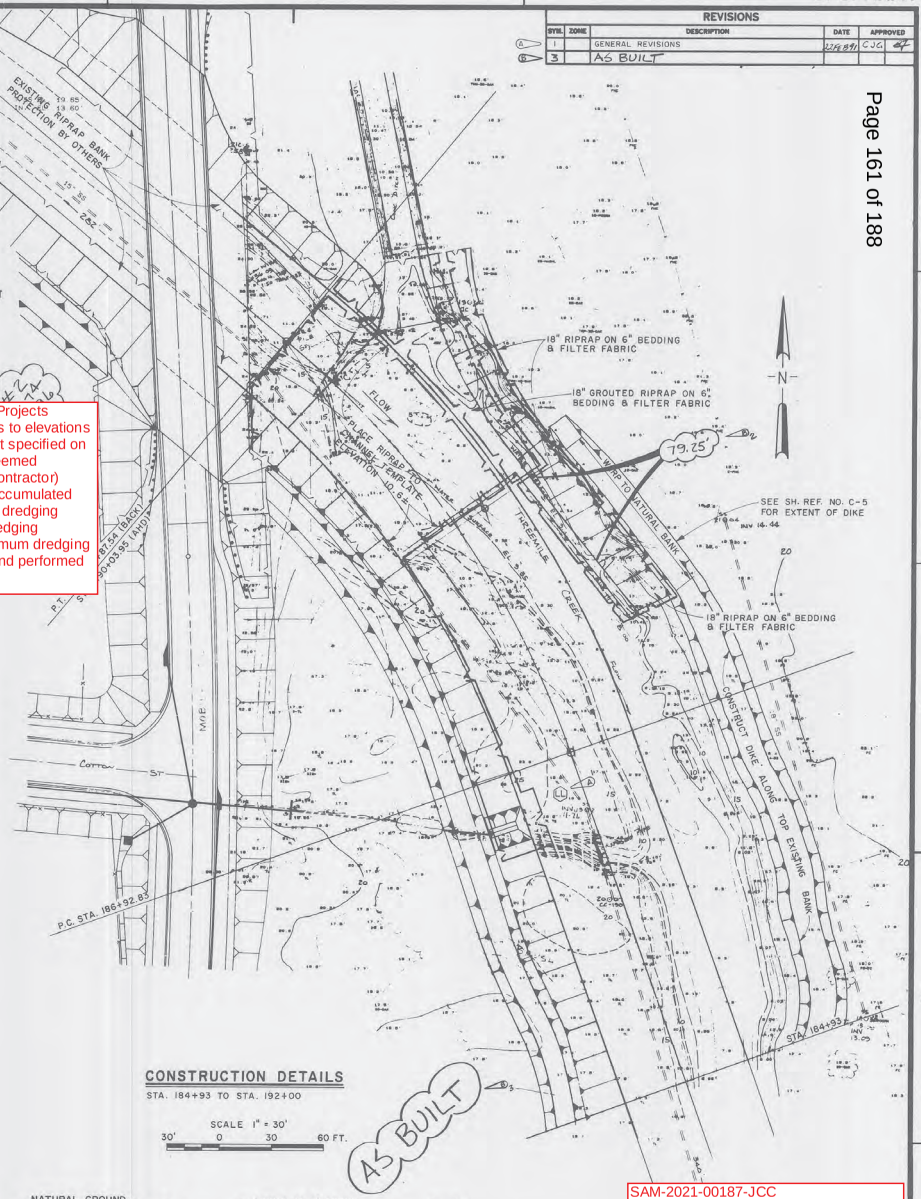
VERTICAL SCALE 1" = 5'
5' 0 5 10 FT.

HORIZONTAL SCALE 1" = 100'
100' 0 100 200 FT.

[9] DENOTES TRIBUTARY STRUCTURE SEE SHEET C-16

(5) DENOTES OVERBANK DRAINAGE STRUCTURE SEE SHEET C-15

(E) DENOTES STORM DRAINAGE STRUCTURE SEE SHEET C-17

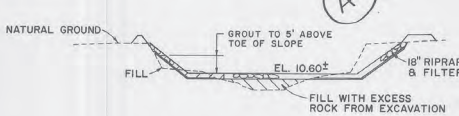


CONSTRUCTION DETAILS

STA. 184+93 TO STA. 192+00

SCALE 1" = 30'
30' 0 30 60 FT.

AS BUILT



SECTION AT STA. 189+13

(LOOKING DOWNSTREAM)

VERTICAL SCALE 1" = 15'
15' 0 15 30 FT.

HORIZONTAL SCALE 1" = 30'
30' 0 30 60 FT.

SAM-2021-00187-JCC
Three Mile Creek Restoration
Addtional Information (01/27/2022)

U.S. ARMY ENGINEER DISTRICT, MOBILE CORPS OF ENGINEERS

CONTRACT IV - CHANNEL IMPROVEMENT PROJECT
THREEMILE CREEK MOBILE, ALABAMA
PLAN - PROFILE
STATION: 50+05.34 TO 35+00

SH. REF. NO.	SPEC. NO.	SIZE	FILE NO.
C-11	DACW01-91-B-0036		D-13-4-403
SCALE: AS NOTED	DATE: JAN 1991	SHEET	DRAWING NO. 88/11

AMENDMENT NO. 0002



1 G-102 ENLARGED PLAN
SCALE: 1"=40'

LEGEND

- PARCEL BOUNDARIES
- OVERHEAD ELECTRICAL LINES
- UNDERGROUND GAS MAIN
- UNDERGROUND FORCE MAIN
- UNDERGROUND SANITARY SEWER
- UNDERGROUND WATER MAIN
- CONTRACTOR STAGING AREA/ MATERIAL TRANSFER AREA
- CONTRACTOR HAUL ROUTE

NOTE

1. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.

N

40' 0' 40' 80'
SCALE: 1"=40'

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

ENLARGED PLAN - MATERIAL TRANSFER AREAS

Rev.	Date	Description	Mark
-			

Designed by: CG
Drawn by: CG
Checked by: GS
Reviewed by: -
Submitted by: GERALD SONGY
Date: 2021-09-30
Mott's Project No. 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-0506

SEAL

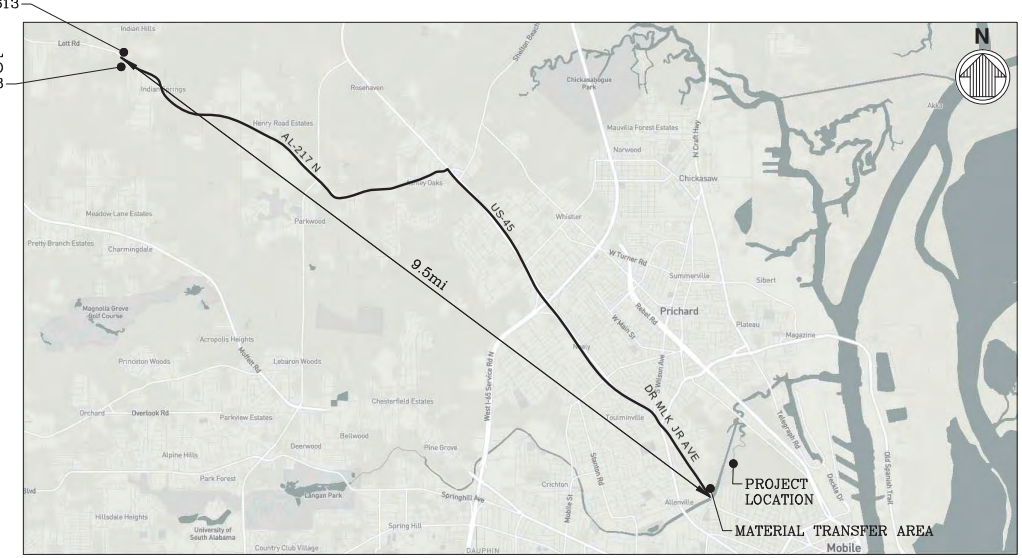
Sheet Reference No.
G-102
INDEX: 4 OF 9

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

1413

BROWNLEE DIRT PITT
4460 LOTT RD
EIGHT MILE, AL 36613

LOTT ROAD LANDFILL
4429 W LOTT RD
EIGHT MILE, AL 36613



MATERIAL DISPOSAL SITES 1 & 2
SCALE: NTS



ESFELLER CORPORATION LANDFILL
8230 PADGETT SWITCH RD
IRVINGTON, AL 36544

MATERIAL DISPOSAL SITE 3
SCALE: NTS

FOR PERMIT
ISSUED: 2021-09-30
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

THREE MILE CREEK HYDRAULIC RESTORATION

MATERIAL DISPOSAL SITES

Rev. | Description | Date | Appr.

Date: 2021-09-30
Mott's Project No. 19456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)
Designed by: CG
Drawn by: CG
Coo by: GS
Reviewed by: -
Submitted by: GERALD SONGY MOFFATT & NICHOL

11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-2006

SEAL

Sheet Reference No.
G-103
INDEX: 5 OF 9

1414



LEGEND

- PARCEL BOUNDARIES
- CONTRACTOR STAGING AREA/ MATERIAL TRANSFER AREA
- CONTRACTOR HAUL ROUTE
- SF — SILT FENCE (SEE ALDOT SPECIAL DRAWING NO. ESC-200-4)
- TB — TURBIDITY BARRIER/FLOATING BASIN BOOM (SEE ALDOT SPECIAL DRAWING NO. ESC-501)
- STABILIZED CONSTRUCTION ENTRANCE (SEE ALDOT SPECIAL DRAWING NO. ESC-502)
- UNDERGROUND GAS MAIN
- OVERHEAD ELECTRICAL LINES

NOTES

1. CONTRACTOR MUST COORDINATE WITH THE DEPUTY DIRECTOR OF URBAN FORESTRY PRIOR TO REMOVAL OR PRUNING OF ANY TREES FOR EQUIPMENT ACCESS.
2. CONTRACTOR TO DETERMINE DEWATERING AND MATERIAL HANDLING MEANS AND METHODS WITHIN THE MATERIAL TRANSFER AREA IN ACCORDANCE WITH ALDOT SPECIFICATIONS AND STANDARD DRAWINGS. SEE ALDOT SPECIAL DRAWINGS ESC-200-4 AND ESC-507 FOR MORE DETAILS.
3. CONTRACTOR TO COORDINATE WITH MOBILE HOUSING BOARD FOR SITE ACCESS. EXISTING FENCE SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION PRIOR TO DEMOBILIZATION.
4. THE CONTRACTOR SHALL PROPERLY IMPLEMENT & REGULARLY MAINTAIN THE CONTROLS, PRACTICES, AND MEASURES SPECIFIED IN THE CBMPP.

N

40' 0' 40' 80'

SCALE: 1"=40'

90% DESIGN
ISSUED: 2021-12-20
NOT TO BE USED FOR CONSTRUCTION

THREE MILE CREEK HYDRAULIC RESTORATION

TEMPORARY EROSION & SEDIMENT CONTROL - ENLARGED PLAN 1 OF 2

Rev.	Mark	Description	Date	Appr.

Designed by: GS
Drawn by: CS
Checked by: MBS
Reviewed by: JH
Submitted by: GERALD SONGY MOFFATT & NICHOL
Date: 2021-12-20
M&N Project No. 10456-02
Drawing code:
Drawing Scale: AS NOTED
Plot scale: 1:1 (0 SHEET)

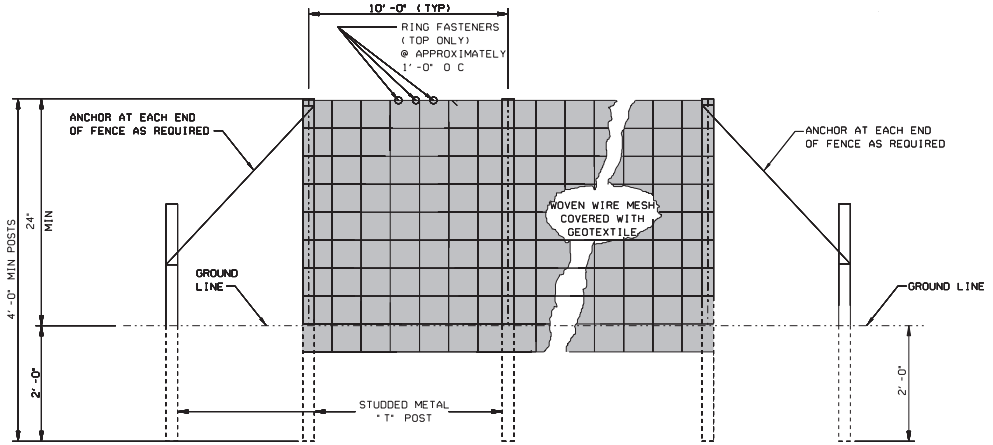
11 N. WATER ST.
SUITE 20220
MOBILE, AL 36602
(251) 378-2006

SEAL

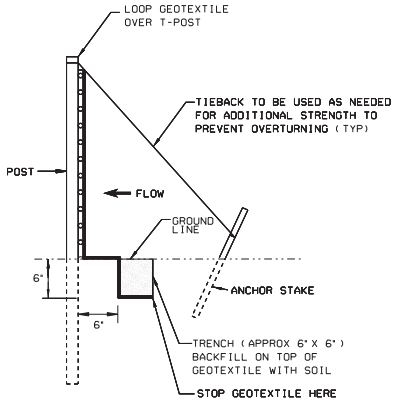
Sheet Reference No.
C-401
INDEX: 18 OF 22

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

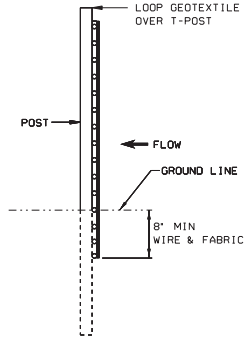
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



ELEVATION VIEW

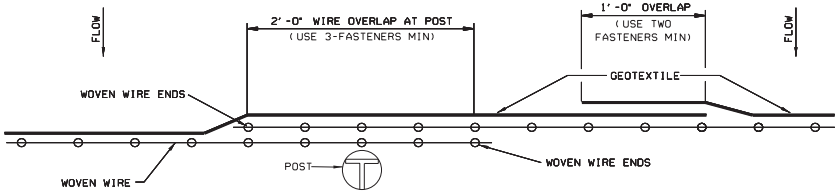


METHOD I



METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

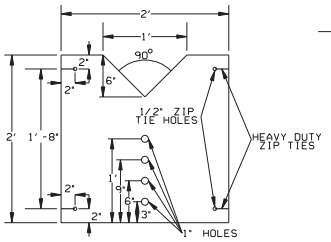


PLAN VIEW

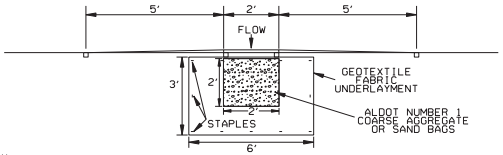
REQUIRED LAPPING

NOTES:

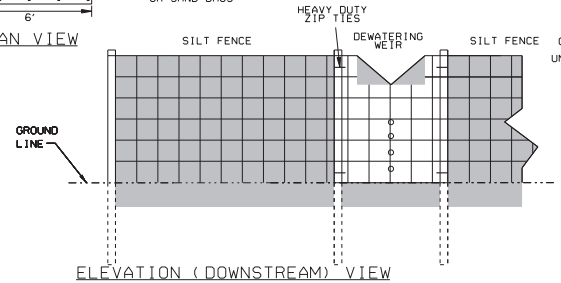
1. METHOD II FENCE INSTALLATION ALSO TO INCLUDE ANCHORS AND TIEBACKS AS REQUIRED.
2. SILT FENCE SHALL BE USED IN AREAS WHERE FLOW IS LOW TO MODERATE OR AS DIRECTED BY THE ENGINEER.
3. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED DOWN GRADE OF ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
4. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR ADDITIONAL BEST MANAGEMENT PRACTICES SUCH AS VEGATATED BUFFERS.
5. WHEREVER POSSIBLE SILT FENCES SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATE SEDIMENTATION.
6. FOR AREAS OF CONCENTRATED IMPOUNDMENT, T-POST SPACING SHOULD BE REDUCED TO 5 FT WITH THE INCORPORATION OF A DEWATERING WEIR.
7. THE CONTRACTOR MAY ELECT TO USE EITHER INSTALLATION METHOD I OR METHOD II.
8. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
9. SEE ALDOT LIST 11-3 FOR APPROVED SILT FENCE GEOTEXTILES.
10. THE DEWATERING WEIR AND ALL ASSOCIATED ITEMS AND LABOR SHALL BE A SUBSIDIARY OBLIGATION OF THE SILT FENCE.



WEIR DETAIL
CONSTRUCTED OF 3/4" PLYWOOD

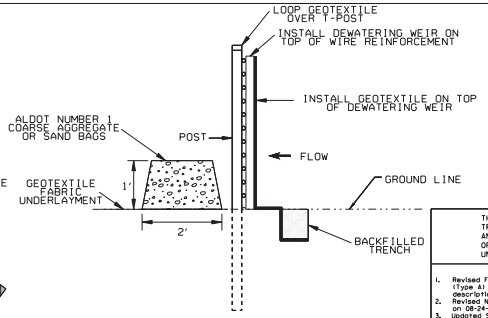


PLAN VIEW



ELEVATION (DOWNSTREAM) VIEW

DEWATERING WEIR



SIDE VIEW

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

THIS DRAWING REPRESENTS DESIGNS PREPARED FOR USE BY THE ALABAMA DEPARTMENT OF TRANSPORTATION AND IS NOT TO BE COPIED, REPRODUCED, ALTERED, OR USED BY ANYONE, OR ANY ORGANIZATION, WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ALABAMA DEPARTMENT OF TRANSPORTATION REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. ANYONE MAKING UNAUTHORIZED USE OF THIS DRAWING MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

REVISIONS

1. Revised Fence height and deleted (Type A) from the Silt Fence description on 07-12-07 by WWA.
2. Revised Notes 2, 3, 4, 6 and added 8 on 08-24-11 by JFT.
3. Updated Special Drawing No. from ESC-200 (SHEET 4 OF 5) to ESC-200-4 on 10-31-16 by JFT AND JWM.
4. Revised Elevation View and Method I view. Added new Note 6 and renumbered rest accordingly. Added dewatering weir and installation details on 9-2-2020 by DJW.

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

DETAILS OF SILT FENCE INSTALLATION

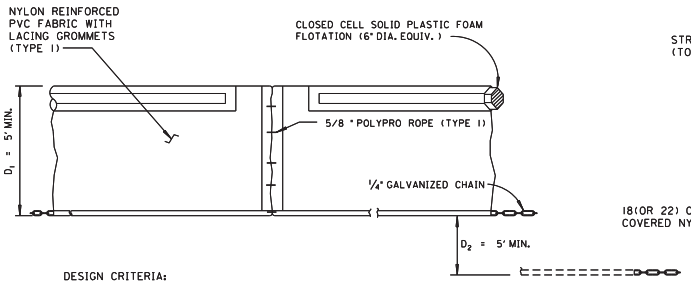
Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 2006

SPECIAL DRAWING NO: ESC-200-4

INDEX NO: 66508

NOT TO SCALE

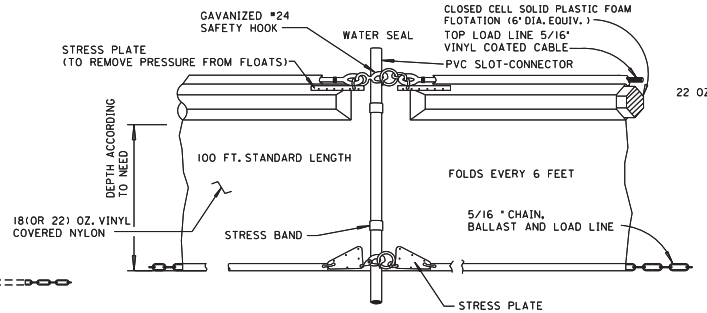
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



DESIGN CRITERIA:
TYPE I CONFIGURATION SHOULD BE USED IN PROTECTED AREAS WHERE THERE IS NO CURRENT AND THE AREA IS SHELTERED FROM WIND AND WAVES.

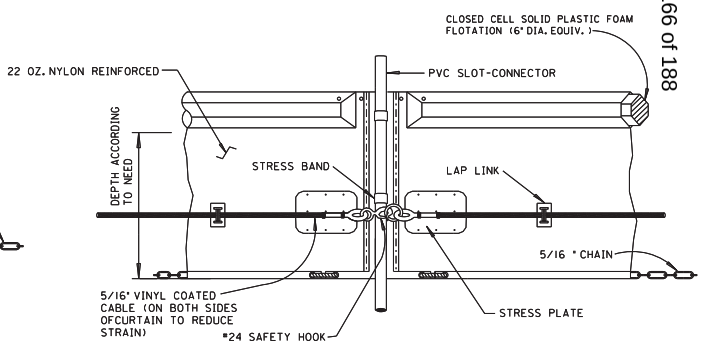
D_1 = (SINGLE PANEL FOR DEPTHS 5' OR LESS).
D_2 = (ADDITIONAL PANEL FOR DEPTHS > 5').
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO(2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

TYPE 1



TYPE 2 CONFIGURATION SHOULD BE USED IN PROTECTED AREAS WHERE THERE MAY BE SMALL TO MODERATE CURRENT RUNNING (≤ 3.5' PER SECOND) AND/OR WIND AND WAVE ACTION CAN AFFECT THE CURTAIN.

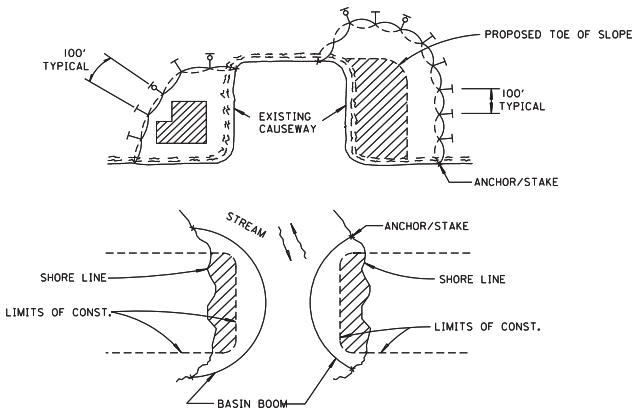
TYPE 2



TYPE 3 CONFIGURATION SHOULD BE USED IN AREAS WHERE CONSIDERABLE CURRENT (≤ 5' PER SECOND) MAY BE PRESENT, WHERE TIDAL ACTION MAY BE PRESENT, AND/OR WHERE THE CURTAIN IS POTENTIALLY SUBJECT TO WIND AND WAVE ACTION.

TYPE 3

TYPICAL FLOATING BASIN BOOM INSTALLATION



LEGEND

- DREDGE, FILL OR WORK AREA
- MOORING BOUY W/ ANCHOR
- ANCHOR

NOTES:
1. THE CONTRACTOR IS RESPONSIBLE FOR SELECTION OF THE APPROPRIATE TYPE OF FLOATING BASIN BOOM AND INSTALLATION METHODS BASED ON WATER BODY CONDITIONS.
2. FLOATING BASIN BOOMS ARE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS DIRECTIONS.
3. FLOATING BASIN BOOMS CAN BE STAKED AND/OR ANCHORED IN STILL OR MOVING WATERS.
4. FLOATING BASIN BOOMS ARE INTENDED TO PREVENT SEDIMENT MIGRATION WITHIN THE WATER BODY. THEY ARE NOT INTENDED TO BE INSTALLED AS THE PRIMARY SEDIMENT CONTROL METHOD, OR TO CAPTURE SEDIMENT FROM UPLAND AREAS AS A PRIMARY FUNCTION. OTHER UPLAND EROSION AND SEDIMENT CONTROL MEASURES SHOULD BE INCORPORATED AS PROVIDED IN THE PLANS AND STANDARD DRAWINGS.
5. FLOATING BASIN BOOM SHOWN MAY BE SIMILAR TO PROPRIETARY DESIGNS. FUNCTIONALLY EQUIVALENT DESIGNS MEETING CONTRACT REQUIREMENTS MAY ALSO BE USED.

FLOATING BASIN BOOM APPLICATIONS

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

THIS DRAWING REPRESENTS DESIGNS PREPARED FOR USE BY THE ALABAMA DEPARTMENT OF TRANSPORTATION AND IS NOT TO BE COPIED, REPRODUCED, ALTERED, OR USED BY ANYONE, OR ANY ORGANIZATION, WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ALABAMA DEPARTMENT OF TRANSPORTATION REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. ANYONE MAKING UNAUTHORIZED USE OF THIS DRAWING MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

REVISIONS

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

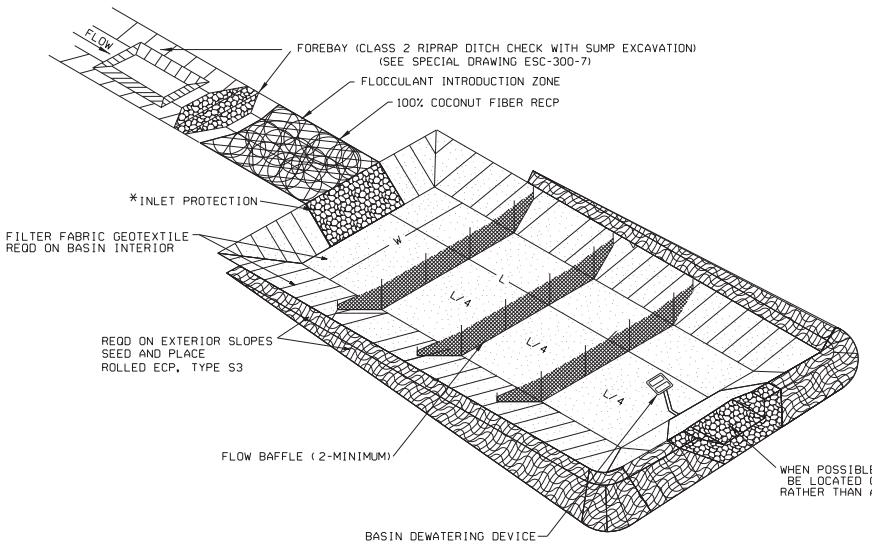
FLOATING BASIN BOOM

Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 2006

SPECIAL DRAWING NO	INDEX NO
ESC-501	66529

NOT TO SCALE

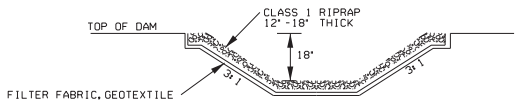
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



PERSPECTIVE VIEW

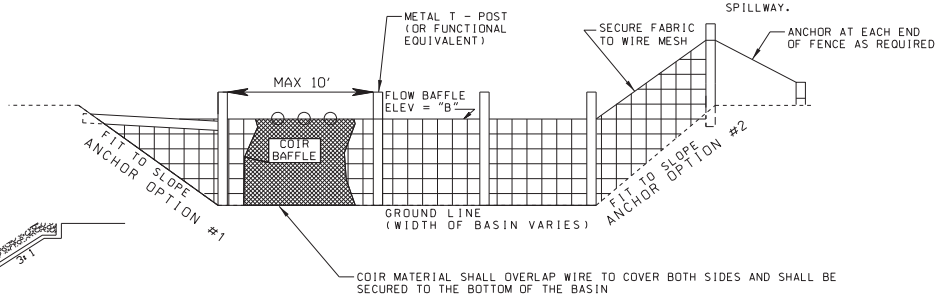
NOTES :

1. INLET AND SPILLWAY LOCATIONS TO BE ADJUSTED TO FIT EXISTING SITE CONTOURS. (BASIN IS NOT NECESSARILY RECTANGULAR SHAPED)
2. BAFFLES SHALL BE CONSTRUCTED OF 100% COCONUT (COIR) FIBER MATERIAL SUPPORTED BETWEEN POSTS WITH WIRE MESH BACKING AS SHOWN BELOW. ROWS SHALL BE EVENLY SPACED THROUGH THE BASIN.
3. THE FLOCCULANT INTRODUCTION ZONE AND BASIN ENTRY SHALL BE TOPPED WITH 100% COCONUT (COIR) FIBER MATERIAL RECP THAT EXTENDS TO THE TOE OF THE SLOPE. MATERIAL PROPERTIES SHALL MEET THE SAME REQIREMENTS AS GIVEN FOR FLOW BAFFLES.
4. FLOCCULANT SHALL BE PLACED AT THE INLET END OF THE BASIN IN THE FLOCCULANT INTRODUCTION ZONE. FLOCCULANT CONDITION SHALL BE MONITORED AND SHALL BE REPLACED WHEN IT NO LONGER APPEARS TO BE EFFECTIVE.
5. DO NOT CONSTRUCT TEMPORARY SEDIMENTATION BASIN IN FLOODWAY.
6. TEMPORARY SEDIMENT BASINS SHALL BE CONSTRUCTED UTILIZING EXISTING GROUND SURFACE WHERE POSSIBLE TO MINIMIZED DISTURBANCE.

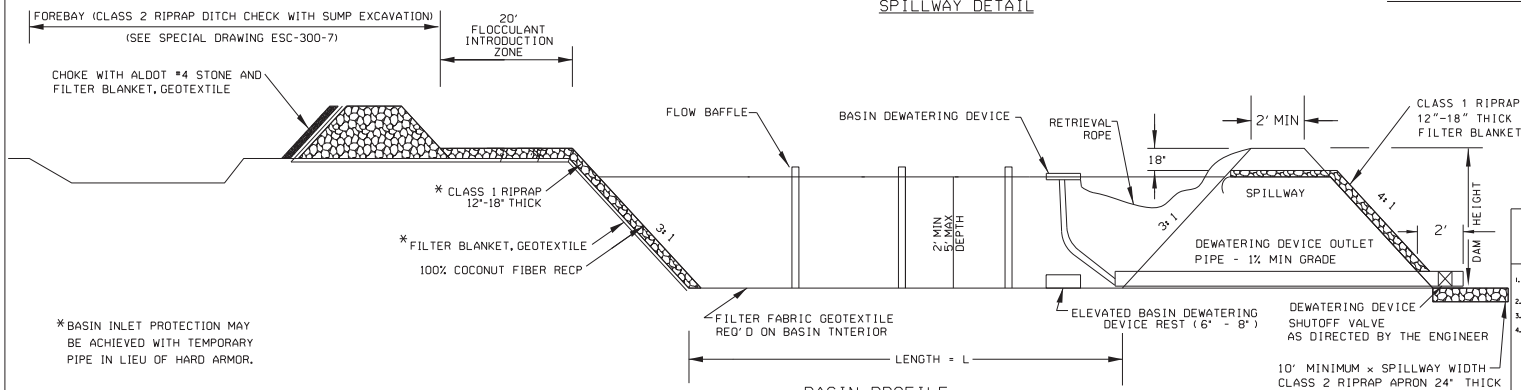


SPILLWAY DETAIL

NOTE: ELEV "B" (COIR BAFFLE ELEVATION) SHOULD NOT BE BELOW THE CREST ELEVATION OF THE AUXILIARY SPILLWAY.



FLOW BAFFLE DETAIL



*BASIN INLET PROTECTION MAY BE ACHIEVED WITH TEMPORARY PIPE IN LIEU OF HARD ARMOR.

BASIN PROFILE
ALONG THE CENTERLINE

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS

1. Changed hatching to show change in material and revised text in "PERSPECTIVE VIEW" on 09-24-12 by JFT.
2. Revised "FLOW BAFFLE DETAIL" on 10-24-14 by JFT.
3. Correct sheet reference "ESC-300, sheet 7 of 8" to "ESC-300-7" on 12-06-16 by LVS.
4. Added coconut fiber callouts. Added new Note 3 and renumbered others accordingly on 8-20-2020 by DJW.

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

TEMPORARY SEDIMENTATION BASIN

Bureau Std Engr: D.J.W.
DRAWN BY: _____ DATE DRAWN: 01-15-09

SPECIAL DRAWING NO: ESC-507

INDEX NO: 66548

NOT TO SCALE

US Army Corps of Engineers

This notice of authorization must be conspicuously displayed at the site of work.

A permit to perform work authorized by statutes and regulations of the Department of the Army at

USACE Bypass Channel near Bizzel Street, Patton Avenue, and Belsaw Avenue, at Latitude 30.706731° North, Longitude -88.068633° West, in Mobile, Mobile County, Alabama

has been issued to City of Mobile **on** February 2, 2022

Address of Permittee: 205 Government Street, Mobile, Alabama 36602

PERMIT NUMBER

SAM-2021-00187-JCC

Digitally signed by Jessica Crochet Comeaux
Date: 2022.02.02 16:29:48 -06'00'

Jessica Comeaux, Project Manager

South Alabama Branch, Regulatory Division

For the **District Commander**

ENG FORM 4336, Jul 81 (33 CFR 320-330) EDITION OF JUL 70 MAY BE USED

Proponent: CECW-O

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK OR EVENTS in ALABAMA

The project manager shall comply with the following conditions intended to protect manatees from direct project effects:

a. Instruct all personnel associated with the project/event about the potential presence of manatees and the need to avoid collisions with manatees. Advise all personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and Alabama Nongame Species Regulation.

b. Operate all vessels associated with the project/event at "no wake/idle" speeds at all times while in the project/event area, and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom when possible. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project/event personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shut down if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with and/or injury to a manatee shall be reported immediately to the Dauphin Island Sea Lab's Manatee Sighting Network (1-866-493-5803) and the U.S. Fish and Wildlife Service in Daphne, Alabama, at (251) 441-5839 or (251) 441-5181 and emailed to: Alabama@fws.gov. Please report nonemergency manatee observations to the numbers above or online at: http://manatee.disl.org/.

f. Temporary signs using text exactly as below shall be posted prior to and during all in-water project or event activities. Signs shall be at least 8½" by 11" explaining the requirements for the "Idle/No Wake" and the shut down of in-water operations. Signs must be posted in locations prominently visible to all personnel engaged in water-related activities and placed visible to each vessel operator. All signs are to be removed by project manager upon completion of the project or event. Questions concerning these signs can be forwarded to the email address listed above. An example is enclosed and can be copied and used during construction/event activities.

Revised Jan 2015

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, MOBILE DISTRICT
P.O. BOX 2288
MOBILE, ALABAMA 36628-0001

DEPARTMENT OF THE ARMY PERMIT

ALGP-03 –DREDGING
SAM-2021-00491-DCH

REGIONAL GENERAL PERMIT FOR WORK WITHIN THE STATE OF ALABAMA

PERMIT DESCRIPTION:

This permit authorizes dredging of new open water channels and maintenance dredging of previously authorized and dredged areas, for the purpose of navigation. This permit also authorizes minor shallow dredging of offshore areas to supply clean sand fill material for living shoreline or shoreline protection projects.

PERMIT AUTHORITY: Section 10

PRE-CONSTRUCTION NOTIFICATION: PCN is required for all activities authorized under this permit

SPECIAL CONDITIONS:

SP-1 This permit does not authorize dredging or the placement of dredged material in wetlands, submerged aquatic vegetation (SAV), submersed grassbeds, or natural shellfish beds. This condition may be waived by the Mobile District for dredging of invasive or noxious vegetation in man-made waterbodies or if the material is utilized as fill for an authorized living shoreline or shoreline protection project.

SP-2 When SAV, submersed grassbeds, wetlands, or natural shellfish beds are present near any proposed project, those resources must be surveyed and clearly marked with small diameter PVC pipe (or other pre-approved marking techniques) by the applicant or a representative prior to permit authorization. Marked boundaries must include a 10-foot buffer, and shall remain in place until all dredging activities are completed.

SP-3 A minimum buffer distance of 10 feet must be maintained between the limits of dredging and any wetlands, SAV, submersed grassbeds or natural shellfish beds. Use of a turbidity/sediment curtain is required for any dredging activities abutting the 10-foot buffer. This condition may be waived by the Mobile District for projects where existing shoreline protection such as a bulkhead or riprap is located between the dredging activity and in-shore wetlands.

SP-4 Dredged material must be placed in an approved upland area and properly contained to prevent any material re-entering the waterway or entering any other waters of the United States, including wetlands (treated return water discharging from approved upland treatment areas is authorized under *Nationwide Permit 16 - Return Water from Upland Contained Disposal Areas*). However, dredged material may be utilized as fill in waters of the United States if specifically authorized by a separate Department of the Army permit.

SP-5 Dredged material de-watering areas must be designed such that return water discharge will not erode down-gradient soils and cause deposition of sediment into waters of the Unites States, including

wetlands. Applications for projects with dredged material containment areas must include design plans which adequately demonstrate return water discharge will be treated to dissipate discharge energy and protect areas receiving the discharges.

SP-6 Pre-dredging and post-dredging hydrographic surveys and/or surveys for submerged aquatic vegetation (SAV), submersed grassbeds or natural shellfish beds may be required if deemed necessary by the Mobile District.

SP-7 The dredged area must not interfere with the lateral movement of sediments such that shorelines located adjacent to the project are negatively impacted (i.e. sediment starved). The applicant may be required to submit a study by a qualified professional engineer which demonstrates dredged areas will not cause adjacent shorelines to erode by intercepting and/or interrupting the natural migration of sediment along the shoreline.

CONDITIONS SPECIFIC TO NEW CHANNEL DREDGING:

SP-8 New channel dredging must be located in an existing open water area and must result in an open water navigable channel.

SP-9 New channel dredging must be a single and complete project and is limited to the removal of no more than 1,000 cubic yards of material.

SP-10 The depth of the new channel dredging must not exceed -6 feet mean low water (MLW) in tidal areas or ordinary high water (OHW) in non-tidal areas, or the controlling navigational depth of the adjacent waters, whichever is less.

CONDITIONS SPECIFIC TO MAINTENANCE DREDGING:

SP-11 Maintenance dredging must be associated with navigation and must be located either within an existing boat slip and/or existing navigation channel.

SP-12 Maintenance dredging must be a single and complete project, and shall be limited to the removal of no more than 500 cubic yards of material.

SP-13 Maintenance dredging is limited to previously authorized dimensions and must not exceed the controlling navigational depth of the adjacent waters. The depth of any new maintenance dredging in areas not previously dredged must not exceed -6 feet MLW or OHW, or the controlling navigational depth of the adjacent waters, whichever is less.

CONDITIONS SPECIFIC TO DREDGING TO OBTAIN FILL FOR LIVING SHORELINES OR SHORELINE PROTECTION PROJECTS:

SP-14 The dredging activity must be directly associated with a living shoreline or shoreline protection project authorized by a separate Department of the Army permit.

SP-15 Dredging to obtain fill material for living shoreline or shoreline protection projects shall be limited to the removal of no more than 500 cubic yards of material.

SP-16 Dredging to obtain fill material for living shoreline or shoreline protection projects must be located in water depths of at least -3 feet MLW or OHW, in an existing open water area (not within a canal

or navigational channel), and may impact no more than 0.25 acre of waterbottom.

SP-17 The depth of the dredging used to obtain fill material for living shoreline or shoreline protection projects must not exceed -3 feet below the existing waterbottom.

SP-18 The applicant must demonstrate that material to be dredged to obtain fill material for living shoreline or shoreline protection projects will be the appropriate composition needed for the proposed project.

SP-19 Dredged material obtained for living shoreline or shoreline protection projects may not be utilized for the construction, repair, replacement, or rehabilitation of bulkheads or seawalls.

CONDITIONS SPECIFIC TO WEEKS BAY:

SP-20 This permit does not authorize any dredging activity, prop dredging, or any other similar bottom disturbance in waters of Weeks Bay. This condition does not apply to the minimum bottom disturbance which occurs during the installation of support or mooring pilings outside of wetland areas.

MOBILE DISTRICT
U. S. ARMY CORPS OF ENGINEERS

GENERAL CONDITIONS:

NOTE: The term "you" and its derivatives, means the permittee or any future transferee. The above-described structures and activities may be authorized under these General Permits subject to the following conditions:

GC-1 Verification of coverage under the Alabama General Permit program may not be issued for your project if you have been found by this office to be in noncompliance with any prior U.S. Army Corps of Engineers permit, or have been cited for unauthorized work, until the non-compliance or violation has been resolved.

GC-2 This permit does not authorize structures and activities that are found to be hazardous to navigation, and does not authorize the interference with any existing or proposed federal project. If future operations by the United States require the removal, relocation, or other alteration of the structure or work authorized by this permit, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

GC-3 The prospective permittee must submit a complete written pre-construction notification (PCN) with all required information, and must receive subsequent verification of permit authorization in writing from the Mobile District prior to proceeding with the activity authorized by this permit, unless otherwise excluded by the permit Special Conditions.

GC-4 Authorization under this permit does not obviate any obligation or responsibility for compliance with FEMA-approved state or local floodplain ordinances or floodplain management requirements. The permittee should contact the officials responsible for the local community's FEMA-approved floodplain requirements if the project verified for authorization under this permit includes the placement of fill or structures within any portion of the 100-Year Floodplain.

GC-5 For projects located in areas which may support submerged aquatic vegetation (SAV) or submersed grassbeds, an SAV survey may be required (recommended survey dates from June 1 through September 30).

GC-6 No activity is authorized under this permit which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under this permit which ‘‘may affect’’ a listed species or critical habitat, unless consultation pursuant to Section 7 of the ESA addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the permitted activity. Indirect effects are those effects on listed species and critical habitat that are caused by the permitted activity and are later in time, but still are reasonably certain to occur.

GC-7 No activity is authorized under this permit which has the potential to cause effects to any cultural resources or historic properties determined to be listed, or potentially eligible for listing, in the National Register of Historic Places (NRHP) until the requirements of Section 106 of the National Historic Preservation Act (NHPA) and 33 CFR part 325, Appendix C have been satisfied. In cases where the Mobile District has determined a proposed activity may adversely affect cultural resources

listed in or deemed eligible for listing in the NRHP, or considered significant to a federally-recognized American Indian Tribe, the activity must avoid or minimize impacts to such resources to the maximum extent practicable.

GC-8 If any previously unknown historic, archeological, or human remains are discovered while accomplishing an activity authorized by this permit, all work in the area of discovery must cease, and the Mobile District must be immediately notified of what has been found. The Mobile District will initiate the federal, state, and tribal coordination required to determine if the site warrants recovery efforts or if it is potentially eligible for listing in the NRHP.

GC-9 The permittee shall comply with all terms and conditions of the Alabama Department of Environmental Management 401 Water Quality Certification, dated August 4, 2021.

GC-10 The permittee shall comply with all terms and conditions of the Alabama Department of Environmental Management Coastal Zone Consistency determination, dated August 3, 2021.

GC-11 Verification of permit authorization will not be issued for activities located within state or National Wild and Scenic streams, rivers, or components thereof, or other areas provided special protection unless the administering agency concurs.

GC-12 The Mobile District must be notified of the commencement and completion of the authorized work.

GC-13 If an activity is verified for permit authorization, a “Notice of Authorization” card will be provided to the permittee along with a verification of permit authorization letter. The card must be posted at the site during construction of the permitted activity.

GC-14 It is the permittee’s responsibility to ensure that all contractors working on the permitted project are aware of all general and special conditions of the permit and the verification letter.

GC-15 Activities authorized under this permit must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows.

GC-16 The authorized activity must be maintained in good condition and in conformance with the terms and conditions of the permit and verification letter. You are not relieved of this requirement if you abandon the authorized activity.

GC-17 You must allow federal and state resource agency representatives to inspect the verified activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of the authorization.

GC-18 Pursuant to 33 U.S.C. 408, any activity that requires permission from the USACE that will alter or temporarily or permanently occupy or use a USACE federally authorized Civil Works project is not authorized by this permit unless the Mobile District first issues Section 408 permission to alter, occupy, or use the USACE project. The applicant may be required to submit additional information in order to complete the Section 408 review process. Section 408 permission must be issued for the activity prior to verification of authorization under this permit.

MOBILE DISTRICT
U. S. ARMY CORPS OF ENGINEERS

LANCE R. LEFLEUR
DIRECTOR

KAY IVEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ▪ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ▪ FAX (334) 271-7950

August 3, 2021

Craig J. Litteken, PMP
Chief, Regulatory Division
Mobile District
U. S. Army Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

AUG 0 9 2021

RE: U. S. Army Corps of Engineers 2021 Proposed Regional General Permits for Minor Structures and Activities within the State of Alabama (ALGP) Program
SPECIAL PUBLIC NOTICE NUMBERS:
SAM-2021-00490-DCH; ALGP-01 – Excavated Boat Slips
SAM-2021-00491-DCH; ALGP-03 – Dredging
SAM-2021-00492-DCH; ALGP-04 – Debris Removal
SAM-2021-00493-DCH; ALGP-05 – Piers and Pile-Supported Structures
SAM-2021-00494-DCH; ALGP-07 – Boat Ramps and Marine Ways
SAM-2021-00495-DCH; ALGP-11 – Shoreline and Bank Stabilization and Protection
SAM-2021-00496-DCH; ALGP-13 – Filling of Previously Dredged Areas
ADEM Tracking Code: ACAMP-2021-350-FC-FAA-COE

Dear Chief Litteken:

The listed ALGPs have been determined by the ADEM, based on their scope or nature, not to have a significant impact on coastal resources when implemented in accordance with the specific conditions prescribed herein. Therefore, and pursuant to ADEM Administrative Code 335-8-1-.03(4), these ALGPs are categorically certified to be consistent with the ACAMP.

SAM-2021-00490-DCH: ALGP-01 - Excavated Boat Slips

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-01 must not authorize any activities or structures on property or parcels fronting the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 ALGP-01 must not authorize new excavated boat slips unless it has been demonstrated that construction of piers, docks, and/or boat shelters, reaching navigational depth adequate for the proposed use, would create a navigation hazard for mariners.

CZM-3 The depth of any new boat slip is to be no greater than the controlling navigational depth of the receiving waters. The maximum length of excavation, measured from the shoreline to the interior extent, must not exceed 50 linear feet. The length of excavation, measured from the shoreline to the interior extent, must be no greater than twice the length of shoreline excavated.

CZM-4 ALGP-01 must not authorize ancillary structures which would have the effect of interfering with natural sediment transport along the shoreline or bank (i.e. wingwalls, groins, jetties, or other solid structures roughly perpendicular to the shore or bank).

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

CZM-5 ALGP-01 must not authorize construction of new canals or expansions of existing canals for the purpose or effect of creating new waterfront property.

SAM-2021-00491-DCH: ALGP-03 - Dredging

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-03 must not authorize any dredging within areas fronting the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 ALGP-03 must not authorize new work channel dredging associated with the use and/or construction of new piers, docks, and/or boat shelters unless it has been demonstrated that construction of piers, docks, and/or boat shelters, reaching navigational depth adequate for the proposed use, would create a navigation hazard for mariners.

SAM-2021-00492-DCH; ALGP-04 – Debris Removal

No additional conditions.

SAM-2021-00493-DCH; ALGP-05 – Piers and Pile-Supported Structures

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-05 must not authorize any structures on property or parcels fronting the Gulf of Mexico or Pelican Bay.

CZM-2 ALGP-05 must not authorize any structures in areas colonized with natural shellfish beds without prior authorization from the Alabama Department of Conservation and Natural Resources – Marine Resources Division (ADCNR-MRD).

CZM-3 ALGP-05 must not authorize the following activities: (a) structures for the permanent mooring of houseboats, (b) fueling facilities, (c) toilets or activities that produce "gray water," (d) habitable structures (defined by the ADEM as "any structure which, by virtue of its design, size or appurtenances, is suitable for occupation as a residence on a temporary or permanent basis, or any similar structure used for commercial purposes"), (e) new marinas, or (f) the expansion of an existing marina beyond the existing authorized footprint.

CZM-4 ALGP-05 must not authorize platforms, decks, "T"s, "L"s, boat berthing areas, gazebos, or other similar structures to be located anywhere except at the waterward end of the access pier; and must not authorize platforms, decks, "T"s, "L"s, boat berthing areas, gazebos, or other similar structures to be located over wetlands, submersed vegetation, or submersed grassbeds.

SAM-2021-00494-DCH; ALGP-07 – Boat Ramps and Marine Ways

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-07 must not authorize any activities or structures on property or parcels fronting the waters of the Gulf of Mexico, Pelican Bay, or Weeks Bay.

CZM-2 All stormwater runoff from boat ramp approaches and parking areas must be directed away from the boat ramp. Site plans for proposed boat ramps must feature design elements which will accomplish this diversion.

SAM-2021-00495-DCH; ALGP-11 – Shoreline and Bank Stabilization and Protection

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT - COASTAL ZONE

MANAGEMENT CERTIFICATION CONDITIONS:

CZM-1 ALGP-11 must not authorize any activities or structures on property or parcels fronting the waters of the Gulf of Mexico, Pelican Bay, Weeks Bay, or the man-made canals on Ono Island.

CZM-2 ALGP-11 must only authorize structures, materials, or bank dressings when it has been determined by the Army Corps of Engineers that no feasible non-structural alternatives are available including, but not limited to, preservation & restoration of dunes, beaches, wetlands, submersed grassbeds, shoreline restoration & nourishment, retreat, or abandonment. Applicant preference and/or aesthetics must not be construed as a valid justification for not implementing non-structural alternatives wherever feasible.

SAM-2021-00496-DCH; ALGP-13 – Filling of Previously Dredged Areas

No additional conditions.

Call, write, or email the Mobile-Coastal office anytime with questions. Always include the ADEM tracking code above when corresponding on this matter. The ADEM contact for this and other coastal zone management issues is J. Scott Brown. He may be reached by telephone at 251. 304.1176 or via e-mail (jsb@adem.alabama.gov).

Sincerely,

A. Scott Hughes, Chief
Field Operations Division

cc: ADCNR-SLD (DCNR.Coastal@dcnr.alabama.gov)
USACE | Mobile District, S. Brad Crosson - (steven.b.crosson@usace.army.mil)

LANCE R. LEFLEUR
DIRECTOR

KAY IVEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov
1400 Coliseum Blvd. 36110-2400 ▪ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ▪ FAX (334) 271-7950

August 4, 2021

Colonel Sebastien P. Joly
Commander, Mobile District
U.S. Army Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

RE: Clean Water Act (CWA) Section 401 Water Quality Certification (WQC), U.S. Army Corps of Engineers (COE) 2021 Proposed Issuance of Alabama General Permits (ALGPs) For Activities Within the State of Alabama

Dear Colonel Joly:

This office has completed a review of the above-referenced notice and all associated materials submitted related to the proposed ALGPs. Any comments made during the public notice period have also been forwarded to the Department for review.

ALGP-01	Excavated Boat Slips
ALGP-03	Dredging
ALGP-04	Debris Removal
ALGP-05	Piers and Pile-Supported Structures
ALGP-07	Boat Ramps and Marine Ways
ALGP-11	Shoreline and Bank Stabilization and Protection
ALGP-13	Filling of Previously Dredged Areas

Because action pertinent to WQC is required by Section 401(a)(1) of the CWA, 33 U.S.C. Section 1251, et seq., we hereby issue certification that there is reasonable assurance that the discharge resulting from the proposed activities as submitted will not violate applicable water quality standards established under Section 303 of the CWA and Title 22, Section 22-22-9(g), Code of Alabama, 1975, provided the applicant acts in accordance with the following conditions as specified. We further certify that there are no applicable effluent limitations under Sections 301 and 302 nor applicable standards under Sections 306 and 307 of the CWA in regard to the activities specified. This certification shall expire at the same time as the expiration date for the above-referenced Alabama Nationwide Permits for activities within the State of Alabama.

To minimize adverse impacts to State waters, by copy of this letter we are requesting the Mobile District Corps of Engineers to incorporate the following as special conditions as appropriate to the type, location, scope, duration, and potential impact of each activity in Alabama authorized by the COE ALGPs:

1. During project implementation, the applicant shall ensure compliance with applicable requirements of ADEM. Admin. Code Chapter 335-6-6 [National Pollutant Discharge Elimination System (NPDES)], Chapter 335-6-10 (Water Quality Criteria), and Chapter 335-6-11 (Water Use Classifications for Interstate and Intrastate Waters).

2. ADEM permit coverage may be required prior to commencing and/or continuing certain activities/operations relating to or resulting from the project. If an applicant has any questions regarding ADEM regulated activity or the need for NPDES permit coverage, the applicant can contact ADEM's Water Division at (334) 271-7823. If an applicant has any questions regarding

ADEM regulated activity or the need for air permit coverage, the applicant can contact ADEM's Air Division at (334) 271-7869. If the applicant has any questions regarding ADEM regulated activity or the need for hazardous, toxic, and/or solid waste permit coverage, the applicant can contact ADEM's Land Division at (334) 271-7730.

3. Upon the loss or failure of any treatment facility, Best Management Practice (BMP), or other control, the applicant shall, where necessary to maintain compliance with this certification, suspend, cease, reduce or otherwise control work/activity and all discharges until effective treatment is restored. It shall not be a defense for the applicant in a compliance action that it would have been necessary to halt or reduce work or other activities in order to maintain compliance with the conditions of this certification.

4. The applicant shall retain records adequate to document activities authorized by this certification for a period of at least three years after completion of work/activity authorized by the certification. Upon written request, the applicant shall provide ADEM with a copy of any record/information required to be retained by this paragraph.

5. The applicant shall conduct or have conducted, at a minimum, weekly comprehensive site inspections until completion of the proposed activity to ensure that effective BMPs are properly designed, implemented, and regularly maintained (i.e., repair, replace, add to, improve, implement more effective practice, etc.) to prevent/minimize to the maximum extent practicable discharges of pollutants in order to provide for the protection of water quality.

6. The applicant shall implement a project-specific or a detailed general BMP Plan prepared by an ADEM recognized qualified credentialed professional (QCP) applicable to and commensurate with activities of the type proposed. Effective BMPs shall be implemented and continually maintained for the prevention and control of turbidity, sediment, and other sources of pollutants, including measures to ensure permanent revegetation or cover of all disturbed areas, during and after project implementation.

7. The applicant shall implement a Spill Prevention Control and Countermeasures (SPCC) Plan for all temporary and permanent onsite fuel or chemical storage tanks or facilities consistent with the requirements of ADEM Admin. Code R. 335-6-6-.12(r), Section 311 of the Federal Water Pollution Control Act, and 40 CFR Part 112. The applicant shall maintain onsite or have readily available sufficient oil & grease absorbing material and flotation booms to contain and clean-up fuel or chemical spills and leaks. The applicant shall immediately notify ADEM after becoming aware of a significant visible oil sheen in the vicinity of the proposed activity. In the event of a spill with the potential to impact groundwater or other waters of the State, the applicant should immediately call the National Response Center at 1-800-424-8802 and the Alabama Emergency Management Agency at 1-800-843-0699. The caller should be prepared to report the name, address and telephone number of person reporting spill, the exact location of the spill, the company name and location, the material spilled, the estimated quantity, the source of spill, the cause of the spill, the nearest downstream water with the potential to receive the spill, and the actions taken for containment and cleanup.

8. Additional, effective BMPs shall be fully implemented and maintained on a daily basis as needed to prevent to the maximum extent possible potential discharges of pollutants from activities authorized by this certification, directly to or to a tributary or other stream segment, that have the potential to impact a State water currently considered impaired [waterbody is identified on the Alabama 303(d)

list, a total maximum daily load (TMDL) has been finalized for the waterbody, and/or the waterbody is otherwise considered a Tier 1 water pursuant to ADEM Admin. Code Ch. 335-6-10]. The applicant shall inspect all BMPs as often as is necessary (daily if needed) for effectiveness, need for maintenance, and the need to implement additional, effective BMPs. Additional effective BMPs shall immediately be implemented as needed to ensure full compliance with ADEM requirements and the protection of water quality in the impaired waterbody.

9. All construction and worker debris (e.g., trash, garbage, etc.) must be immediately removed and disposed in an approved manner. If acceptable offsite options are unavailable, effective onsite provisions for collection and control of onsite worker toilet wastes or gray waste waters (i.e., port-o-let, shower washdown, etc.) must be implemented and maintained. Soil contaminated by paint or chemical spills, oil spills, etc. must be immediately cleaned up or be removed and disposed in an approved manner. Also, the applicant shall manage and dispose of any trash, debris, and solid waste according to applicable state and federal requirements.

10. All materials used as fill, or materials used for construction of structures in a waterbody, must be non-toxic, non-leaching, non-acid forming, and free of solid waste or other debris. This requirement does not preclude the use of construction materials authorized by the COE that are typically utilized in marine or other aquatic applications.

11. The applicant shall implement appropriate measures to minimize the potential for a decrease of instream dissolved oxygen concentrations as a result of project implementation. In addition, the applicant shall ensure that the activities authorized by this certification do not significantly contribute to or cause a violation of applicable water quality standards for instream dissolved oxygen.

12. The applicant shall implement appropriate, effective BMPs, including installation of floating turbidity screens as necessary, to minimize downstream turbidity to the maximum extent practicable. The applicant shall visually monitor or measure background turbidity. The applicant must suspend operations should turbidity resulting from project implementation exceed background turbidity by more than 50 NTUs. Operations may resume when the turbidity decreases to within acceptable levels.

13. The applicant shall evaluate, characterize, and as necessary, conduct regular analysis of any material proposed to be dredged/removed/disturbed in order to ensure that potential pollutants are not present in concentrations that could cause or contribute to a violation of applicable water quality standards. Information regarding the evaluation, characterization, or detailed results of any analyses shall be made available to ADEM upon request.

14. If upland disposal areas are utilized, the applicant shall be responsible for the condition of the disposal area, including the structural integrity of any embankments, until the disposal area is permanently reclaimed or adequately stabilized, to ensure that sediment and/or turbidity in the return water and/or stormwater runoff will not cause substantial visible contrast with the receiving waters, or result in an increase of 50 NTUs above background turbidity levels in the receiving waters.

15. For proposed activities associated with new or updated docks, marinas, multiple boat slips, floating docks, large or multiple piers, etc. or that increase the number of berthing areas, the applicant shall ensure that these facilities are equipped with appurtenances (i.e., trash receptacles, receptacles for fish offal and carcasses, SPCC for fueling facilities, and a sewage pump out system where appropriate) as needed to protect water quality.

16. The applicant is encouraged to consider additional pollution prevention practices, low impact development (LID), and other alternatives to assist in complying with applicable regulatory requirements and possible reduction/elimination of pollutant discharges. LID is an approach to land development or re-development that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product. There are many practices that have been used to implement these sustainable ideas such as bio-retention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements. By implementing LID principles and practices, water can be managed in a way that reduces the impact of built areas and promotes the natural movement of water within an ecosystem or watershed.

17. The applicant is encouraged to consider and implement a site design plan/strategy for post-construction hydrology to mimic pre-construction hydrology to the extent feasible, and for post-construction stormwater runoff peak flows and total stormwater volume to minimize potential downstream channel and stream bank erosion.

18. In recognition that projects are site specific in nature and conditions can change during project implementation, ADEM reserves the right to require the submission of additional information or require additional management measures to be implemented, as necessary on a case-by-case basis, in order to ensure the protection of water quality. Liability and responsibility for compliance with this certification are not delegable by contract or otherwise. The applicant shall ensure that any agent, contractor, subcontractor, or other person employed by, under contract, or paid a salary by the applicant complies with this certification. Any violations resulting from the actions of such person may be considered violations of this certification.

19. Issuance of a certification by ADEM neither precludes nor negates an operator/owner's responsibility or liability to apply for, obtain, or comply with other ADEM, federal, state, or local government permits, certifications, licenses, or other approvals. This certification does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, trespass, or any infringement of Federal, State, or local laws or regulations, and in no way purports to vest in the applicant title to lands now owned by the State of Alabama, nor shall it be construed as acquiescence by the State of Alabama of lands owned by the State of Alabama that may be in the applicant's possession.

Please feel free to contact me at 334-394-4304 in the event you have any questions.

Sincerely,

Anthony Scott Hughes, Chief
Field Operations Division

File: WQ401
c: Nashville District COE & EPA Region IV

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

HANK BURCH
ASSISTANT DIRECTOR

TELEPHONE (334) 242-3484
FAX (334) 242-0999

October 1, 2021

MEMORANDUM

To: **U.S. Army Corps of Engineers, Dylan Hendrix**

Date: October 1, 2021

Project: AL General Permit – State Lands Review

The U.S. Army Corps of Engineers (USACE) is actively seeking comments from State agencies regarding issuance of the Alabama General Permits for the 2021-2026 timeframe. The Alabama Department of Conservation and Natural Resources, State Lands Division (SLD) was asked to summarize SLD's requirements for activities covered under each of the AL General Permits so that the final publication of the Alabama General Permits can provide courtesy notification to potential permittees of SLD requirements that exist beyond the AL General Permit conditions. After review by the SLD, we request that each of the requirements described in the following pages be incorporated into the AL General Permits.

PLEASE NOTE: Edits to the SLD requirements since the previous issuance of General Permits are underlined. Also, the following is based upon review of the proposed revisions to the AL General Permits as published June 3, 2021 by special public notices SAM-2021-00490-DCH through SAM-2021-00496-DCH, which proposed the reservation of ALGP-10 (Living Shorelines) and ALGP-24 (Piers and Pile Supported Structures Located in Weeks Bay).

We appreciate your consideration.

Sincerely,

Hank Burch
Assistant Director

PPM/jjk

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.

ALGP- 01 Excavated Boat Slips

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines for any activity occurring on State-owned water bottoms.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP- 02 Maintenance Dredging

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure or activity and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from State water bottoms.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-03 New Work Channel Dredging

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure or activity and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-04 Debris Removal

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- The ADCNR State Lands Division may require a separate permit and fee for the salvage removal of submerged or buried logs beneath state owned water bottoms.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-05 Piers, Pile-Supported Structures, and Dolphins
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines.
- All structures may not extend greater than 25 percent of the waterway.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the proposed activity.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-07 Boat Ramps and Marine Ways
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- A minimum distance of 10 feet shall be maintained between an authorized structure and the adjacent upland property lines and adjacent riparian lines.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the structures located on water bottoms owned by the State of Alabama.
- ADCNR State Lands Division may require a separate permit and fee for removal of dredged material from water bottoms owned by the State of Alabama.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

NOTE: ALGP-10 Living Shorelines is proposed by USACE to be Reserved for the next 5-year cycle.

ALGP-11 Shoreline and Bank Stabilization and Protection
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS DIVISION:
The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- This permit should not authorize any activity to regain land lost to erosion or to otherwise accrete land.
- The ADCNR State Lands Division may require a separate approval, riparian easement, and/or fee for the proposed activity.
- Permitted activities undertaken by use of the general permit will not result in a change in property boundaries. The ADCNR State Lands Division may require a separate approval for an applicant to regain title to land lost to erosion.
- Projects shall be designed and sited to minimize impacts to state owned submerged lands and adjacent riparian use areas.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

ALGP-13 Filling of Previously Dredged Areas

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – STATE LANDS DIVISION:

The ADCNR State Lands Division has the following requirements for certain activities located on water bottoms owned by the State of Alabama:

- The ADCNR State Lands Division may require a separate approval, riparian easement and/or fee for any proposed activity occurring on State-owned water bottoms.
- Applicants must demonstrate that the proposed area to be filled is not dedicated for public use or has a history of use by the general public, such as a man-made canal providing navigational access to more than one property owner.

Project coordination with the ADCNR State Lands Division is the permittee's responsibility. The U.S. Army Corps of Engineers, Mobile District does not enforce ADCNR-State Lands Division requirements.

NOTE: ALGP-24 Piers and Pile-Supported Structures Located in Weeks Bay is proposed by USACE to be reserved in the next 5-year cycle.



CAUTION:
MANATEE HABITAT



IDLE SPEED IS REQUIRED IF OPERATING A VESSEL IN THE CONSTRUCTION OR EVENT AREA

All equipment must be SHUTDOWN if a manatee comes within 50 FEET of operation

Report any collision with and/or injury to a manatee immediately to:

Dauphin Island Sea Lab's Manatee Sighting Network:

1-866-493-5803

and the U.S. Fish and Wildlife Service in Daphne, AL:

(251) 441-5839 or (251) 441-5181

ATTACHMENT “I”

DESIGN SURVEY DATA & REPORT

N

LEGEND

P.O.B.	POINT OF BEGINNING
(REC)	RECORD
(ACT)	ACTUAL
— — — —	RIGHT-OF-WAY-LINE
—— – ——	CENTER LINE
—P—	OVERHEAD POWER LINE
PP	POWER POLE
LP	LIGHT POLE
PM	POWER METER
	SIGN
—X—	FENCE LINE (AS NOTED)
	GUY WIRE
	WATER METER
CO	CLEANOUT
——23——	GROUND CONTOUR
	TEMPORARY BENCH MARK
	CONCRETE (CONC)

50 0 50 100

SCALE: 1" = 50'



NOTES:

1.) *Bearing Basis: ?? referenced to Alabama State Plane Coordinate System West Zone (102) NAD 83(2011) established by RTK GPS utilizing ALDOT Network as a continuously operating reference station.*

2.) *Type of Survey: Topographic*

3.) *Field Date(s): June 2021*

4.) *This plat does not represent a boundary survey*

5.) *Elevations shown are referenced to NAVD 88, Geoid 12-B.*

I hereby state 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.

Date: *??/??/2020*

Cecil T. Hudson, PLS
Alabama Licensed Professional
Land Surveyor No. 29983-S
Prints not valid unless
they bear an original seal

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ALL RIGHTS RESERVED
ROWE, LLC
dba ROWE ENGINEERING & SURVEYING

REVISIONS:	THREE MILE CREEK TOPO			
	PREPARED FOR MOFFATT & NICHOL			
	ROWE ENGINEERING & SURVEYING CONSULTING ENGINEERS 3502 LAUGHLIN DR SUITE B MOBILE, AL 36693 PHONE 251-666-2766 FAX 251-660-1040			
DRAWING: 51442-Zeke.dwg DRAWN BY: SED CHECKED BY: CTH	JOB: 51442 FB: 2019/40-45	PLAT DATE: AUG. 12, 2021	SCALE: 1" = 30'	SHEET NO. 1 OF 1

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

This is a professional services project which will design a prototype of a "comfort station," a bathroom facility intended for use at greenway trailheads like the Three Mile Creek Greenway, passive recreation parks like Brookley by the Bay and Perch Creek Preserve, and other appropriate areas.

Amount of Contract:

$24,5000

Effective Date of Contract:

5/30/2023

Funding Source

Project # Professional Services for Comfort Station Prototype Design; Project No. 2023-2045-04

Discretionary Funds N/A

Project String 2045 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
Resolution	Resolution Letter	5/18/2023
Contract	Backup Material	5/18/2023

REVIEWERS:

Department Reviewer	Action	Date
Public		5/18/2023 - 1:05

Works	Greene, Jennifer	Approved	PM
Accounting	Daniels, Bettye	Approved	5/18/2023 - 1:29 PM
Legal	Kern, Chris	Approved	5/18/2023 - 2:55 PM
Legal	Kern, Chris	Approved	5/18/2023 - 2:55 PM
Mayors Office	Montgomery, Brandi	Approved	5/18/2023 - 4:32 PM

2023

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 they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	Christian Preus Landscape Architecture, PLLC
Project Name:	Professional Services for Comfort Station Prototype Design Project No. 2023-2045-04
Cost:	$24,500.00

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: Christian Preus Landscape Architecture, PLLC
307 De La Mare Avenue
Fairhope, AL 36532

For the following Project: Professional Services for Comfort Station Prototype Design

The Owner and Consultant agree as set forth below:

1.0 CONSULTANT'S SERVICE

1.1 The Consultant's services consist of designing a Comfort Station prototype for Mobile trails and parks as described herewith for a contract sum of **Twenty-four Thousand Five Hundred and 00/100 Dollars.**

1.2 The Consultant's services shall not exceed **Twenty-four Thousand Five Hundred and 00/100 Dollars.**

1.3 The Consultant's services and schedule shall be as stated in the attached Proposal for **Professional Services for Comfort Station Prototype**, as accepted by the City of Mobile, and dated April 20, 2023. Consultant's services shall be billed at completion.

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 Jennifer Greene, Director of Programs and Project Management or the Director's designated representative.

2.2 CONSULTANT IN CHARGE

Individual: Christian Preus
Firm Name: Christian Preus Landscape Architecture, PLLC (CPLA)
Address: 307 De La Mare Avenue
Fairhope, AL 36532
Phone Number: 855.539.5086

3.0 GENERAL REQUIREMENTS

3.1 The Consultant shall deliver the Work complete in a Hard Copy Format and Electronic Format Copy, within **Ten (10) business days** from completion of services.

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 Filing fee, permit fee, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.5 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.

3.6 Payment will be made to the Consultant upon completion of the Work, as specified in the Proposal.

4.0 INDEMNIFICATION

4.1 The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by Consultant or the Consultant's agent, consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

5.0 CONTRACT DOCUMENTS

5.1 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 April 20, 2023 – 3 Pages
2. This Instrument (Agreement) – 8 Pages
3. E-Verify Documentation
4. Certificate of Insurance and Endorsements

5.2 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.

5.3 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof

shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 ANTI-DISCRIMINATION

6.1 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.

7.0 IMMIGRATION LAW

7.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

8.0 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES:

8.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

9.0 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.

10.0 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.

11.0 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.

12.0 The Consultant agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Consultant, the City may, at its option, terminate and cancel this Agreement.

13.0 All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

Jennifer Greene Director of Programs and Project Management
City of Mobile 2nd Floor
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 WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the 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

_____
Signature

William S. Stimpson, Mayor

CONSULTANT:
Christian Preus Landscape Architecture, PLLC



_____
Signature

Christian Preus, Founding Principal

(Corporate Seal if applicable)

ATTEST:

_____
City Clerk

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.

CHRISTIANPREUS
Landscape Architecture

Mailing:
307 De La Mare Avenue
Fairhope, AL 36532

1011 Desoto Street
Ocean Springs, MS 39564

T : 855.539.5086

April 20, 2023

City of Mobile, Alabama (Client)
Attn: Ms. Jenn Green (via email)

Regarding: Professional Services for Comfort Station Prototype

Dear Jenn:

Thank you for considering Christian Preus Landscape Architecture, PLLC (CPLA) for design of a Comfort Station prototype for Mobile trails and parks. Please find the project descriptions, and our scope/fee for the project described below.

PROJECT DESCRIPTION

Our team will provide preliminary floorplans, and elevations of a comfort station prototype with precedent images of architectural styles for your review. Taking feedback from the schematic ideas, we will refine the design of the desired direction and begin assigning exterior and interior finishes, along with preliminary budget information. Once the design is approved, we will finalize the construction documents for this structure, for use in current and future park projects.

SCOPE OF SERVICES

I. SCHEMATIC DESIGN (25% FEE)
Once initiated, we will take the existing conditions survey of the project areas, and analyze the sites and buildings included in our scope of work. After we conduct our analysis, we will meet with you to discuss some preliminary concepts and ideas for the parks.

II. DESIGN DEVELOPMENT (25% FEE)
Taking feedback from our analysis takeaways and preliminary ideas, we will develop preliminary plans that identify building plans and materials. Images of these materials will be presented to the client for feedback prior to the development of construction documents. We will work with the design team to develop a preliminary budget.

III. CONSTRUCTION DOCUMENTS (50% FEE)
Once the design development plans and preliminary budget are approved, we will finalize the package to be submitted for public bids. CPLA will compile all the plans and specifications for the facility to be included in a bid set.

The deliverables INCLUDE:

- Construction Drawings.
- Review/comments for arch drawings to include structural components, typical notes, and details.
- Design/analysis of new building.
- Preliminary – Order of Magnitude Estimate
- Verify size of ramp members (review Geotech for piles, check pile caps, check stringers, check deck boards).
- Specifications, including the COM standard specifications for Parks.
- AutoCAD exports from Revit.
- Construction administration.

The deliverables DO NOT INCLUDE

- Formal submittal of calculations.
- A specific site plan for the structure
- Bidding and Construction Phase Services.
- Revit model (Review, comments, notes, and typical details will be provided, but an independent structural model will not be developed. Structural components to be incorporated into architectural drawings).
- Analysis, design, or plans for modification to existing building. If required, additional costs will be incurred.
- Geotechnical Reports
- Utility relocation packages due to any utility conflicts that may be discovered during the project.
- CPLA and its consultants not responsible to act as foreman, superintendent, and/or safety engineer or are we responsible for the safety of the contractor's personnel.
- Any additional displays, renderings, or plans other than those outlined above.
- Environmental Audits or Remediation consulting is excluded. The CPLA team shall not be responsible for costs due to working in environmental conditions such as buried contaminants, mold or asbestos contaminated areas, should they arise.

ANTICIPATED SCHEDULE

From the notice to proceed, our team anticipates have completed plans ready in a three-week time period following the schedule below.

WEEK ONE – Schematic Presentation
WEEK TWO - Design Development Presentation
WEEK THREE – Final Stamped Plans

COMPENSATION FOR SERVICES:

Unless noted otherwise, the fees for each line-item task in the scope are listed below as lump sum figures.

I.	**Schematic Design**	$6,125
II.	**Design Development**	$6,125
III.	**Construction Documents**	$12,500
	TOTAL:	$24,500

TERMS

Work on this project will commence promptly upon receipt of this signed Letter of Agreement. Please make all checks payable to Christian Preus Landscape Architecture, PLLC. Progress billings will be submitted regularly throughout the term of the project. If an invoice is not paid within (30) days, work on the project will stop until all past due balances and progress billings are paid in full. If the Client fails to make payments when due and Christian Preus Landscape Architecture, PLLC incurs any cost in order to collect overdue sums from Client, then Client agrees that all such collection costs incurred shall immediately become due and payable to Christian Preus Landscape Architecture, PLLC. Collection costs shall include, without limitations, legal fees and reasonable Christian Preus Landscape Architecture, PLLC staff costs at the standard billing rates for Christian Preus Landscape Architecture, PLLC. Collection costs shall survive the term of this Agreement or any earlier term set by either party. In the case of termination, Client agrees to pay in full for all fees and expenses, including collection costs, incurred up to the termination date.

The landscape architect is not responsible for the means and methods or appropriateness of the installation procedures undertaken by any contractor and not responsible for job safety. The landscape architect is not responsible for the location of any underground utilities or pipes, or any cracking in concrete, wood or other materials. The landscape architect is not responsible for cost overruns, foundation or drainage problems, or other complications related to the topographical elevation changes dictated by the design of the building or structures on the property. Client will hold harmless and indemnify the landscape architect and associates against all claims of bodily injury, property damage, and death. No extrinsic evidence, oral or written may be introduced to alter terms expressed herein no matter the cause or genesis.

ADDITIONAL SERVICES

Additional services consist of professional services provided which are not described specifically above but are mutually agreed upon between the Client and the Landscape Architect. This may include, but is not limited to, revisions of approved drawings, more design concepts than described in the scope above, or an increase in budget from the range described in Compensation for Services. Additional Services will be performed at the appropriate hourly rate, with estimates of time requirements first presented to you for approval.

Jenn, we are grateful to be considered for this project. Please let me know if you need any additional information to assist you at this time.

Sincerely,

CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, PLLC



04-21-22

BY : Christian H. Preus, PLA Date

Client Date

E-Verify

Company ID Number: 674165

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Christian Preus Landscape Architecture, PLLC
Company Facility Address	1011 Desoto Street Ocean Springs, MS 39564
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	453072946
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 674165

Approved by:

Employer Christian Preus Landscape Architecture, PLLC	
Name (Please Type or Print) Christian H Preus	Title
Signature Electronically Signed	Date 05/22/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/24/2013

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 05/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 844-357-0403 **FAX (A/C, No):** **E-MAIL ADDRESS:** contact@hiscox.com **PRODUCER CUSTOMER ID:**
INSURED Christian Preus Landscape Architecture, PLLC 307 Dd La Mare Ave Fairhope, AL 36532	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hiscox Insurance Company Inc. — 10200 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	☐ **PROPERTY** CAUSES OF LOSS — DEDUCTIBLES ☐ BASIC — BUILDING ☐ BROAD — CONTENTS ☒ SPECIAL — $ 500 ☐ EARTHQUAKE ☐ WIND ☐ FLOOD	P100.591.542.2	09/29/2022	09/29/2023	☐ BUILDING ☒ PERSONAL PROPERTY ☐ BUSINESS INCOME ☐ EXTRA EXPENSE ☐ RENTAL VALUE ☐ BLANKET BUILDING ☐ BLANKET PERS PROP ☐ BLANKET BLDG & PP	$ $ $ 15,000 $ $ $ $ $ $ $
	☐ **INLAND MARINE** CAUSES OF LOSS ☐ NAMED PERILS	TYPE OF POLICY POLICY NUMBER				$ $ $ $
	☐ **CRIME** TYPE OF POLICY					$ $ $
	☐ **BOILER & MACHINERY / EQUIPMENT BREAKDOWN**					$ $
						$ $

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project # 2023204504 Comfort Station Design/Various

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED: Christian Preus Landscape Architecture, PLLC, 307 Dd La Mare Ave, Fairhope, AL 36532

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		P100.591.542.2	09/29/2022	09/29/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project # 2023204504 Comfort Station Design/Various

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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ENGLISH G/METJ052278
PO BOX 601
OCEAN SPRINGS, MS 39566
1-228-818-3272

PROGRESSIVE COMMERCIAL

Policy number: 07825858

Underwritten by:
Progressive Specialty Insurance Co
NAIC Number: 32786
May 17, 2023

Certificate of Insurance

Certificate Holder

Additional Insured
City of Mobile Architectural Engineering Department
PO Box 1827
Mobile, AL 36633

Insured

CHRISTIAN PREUS LANDSCAPE ARCHITECT, PLLC
307 DE LA MARE AVENUE
FAIRHOPE, AL 36532

Agent

ENGLISH G/METJ052278
PO BOX 601
OCEAN SPRINGS, MS 39566

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies. Liability coverage may not apply to all scheduled vehicles.

Policy Effective Date: Jan 2, 2023 Policy Expiration Date: Jul 2, 2023

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	$2,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2023 VOLVO XC90 YV4L12PN9P1935302

Comprehensive	$500 Ded
Collision	$500 Ded

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

Form 5241 (05/16)

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Attached to this memo is a Change Order between the City of Mobile and Volkert, Inc. to increase contract performance period and total contract sum. This Change Order will enable Volkert, Inc. begin masterplan implementation and begin the engineering and design of the Brookley by the Bay project with Task Order 2. Work to be accomplished with Task Order 2 includes: full park design (30%), Phase 1 Design (100%), preconstruction services, estimating, and design and engineering for restoration and protection of the shoreline for Arlington Park and Brookley by the Bay (100%). Contract Performance Period will be extended two (2) years, and contract sum will be increased to $2,600,000.00.

Amount of Contract:

$2,600,000.00

Effective Date of Contract:

5/23/2023

Funding Source

Project # 2022-2045-03 Brookley by the Bay **Discretionary Funds** N/A

Project String C0660 **Contract Number:**3868

Budget Amendment **REDUCE** N/A **INCREASE** $1,600,000.00

Grant Funds $0 **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	5/18/2023
Resolution	Resolution Letter	5/18/2023
Justification	Backup Material	5/18/2023

Change Order	Backup Material	5/18/2023
Fin Form	Backup Material	5/18/2023
Original Agreement and Resolution	Backup Material	5/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	5/18/2023 - 1:24 PM
Capital	Rhodes, Brenda	Approved	5/18/2023 - 1:31 PM
Legal	Kern, Chris	Approved	5/18/2023 - 2:58 PM
Mayors Office	Montgomery, Brandi	Approved	5/18/2023 - 4:31 PM

May 17, 2023

Dear Councilmembers:

Attached to this memo is a Change Order between the City of Mobile and Volkert, Inc. to increase contract performance period and total contract sum. This Change Order will enable Volkert, Inc. begin masterplan implementation and begin the engineering and design of the Brookley by the Bay project with Task Order 2. Work to be accomplished with Task Order 2 includes: full park design (30%), Phase 1 Design (100%), pre-construction services, estimating, and design and engineering for restoration and protection of the shoreline for Arlington Park and Brookley by the Bay (100%). Contract Performance Period will be extended two (2) years, and contract sum will be increased to $2,600,000.00.

We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org or Lance Slater at 251-208-1037 or email lance.slater@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

2020

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Change Order, by and between the City of Mobile and Volkert, Inc. as outlined in the Change Order Number One (1), attached hereto and made a part hereof as though set forth in full, to increase their contract dated June 28, 2022 in total contract sum from $1,000,000.00 to $2,600,000.00 and extend the contract end date to May 31, 2025. A copy of said Change Order and Justification is on file in the office of the City Clerk.

Name of Company:	Volkert, Inc.
Project Name:	Brookley by the Bay
Project Number:	2022-2045-03
Amount:	$1,600,000.00

_____

City Clerk

MOBILE
ALABAMA

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	Brookley by the Bay– Engineering and Design
CHANGE ORDER NO:	One (1)
CONTRACTOR:	Volkert, Inc
PROJECT NO:	2022-2045-03
CONTRACT #:	3868
VENDOR #:	227500

The attached Change Order number One (1) to contract with Volkert, Inc dated June 28, 2022 is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[ ] 5. See attached memo.

[X] 6. Other: *The change order extends contract time and increase originals contract amount in order to proceed with Task Order 2, which includes the scope of work identified in the Master Services Agreement.*

James A. DeLapp, Exec. Director Public Works

CITY OF MOBILE
Public Works
205 Government Street, 3rd Floor
Mobile, AL 36602

PROJECT: Brookley by the Bay

CHANGE ORDER NO: (1) One

ADDRESS: 254 Old Bay Front Dr., Mobile, AL 36615

DATE: May 09, 2023

TO CONTRACTOR: Volkert, Inc

PROJECT NO: 2022-2045-03/3868

ADDRESS: 11 N. Water Street, Suite 18290
Mobile, AL 36602

CONTRACT DATE: June 28, 2022

TERMS: You are hereby authorized to make the following changes hereto:

City and the Engineer desire to add funding and extend the performance term of the Agreement for an additional 2 years, and to ratify and adopt all other terms of the agreement as originally agreed upon for the project's contract with Volkert, Inc. The total contract sum will increase from original amount, for completion scope included in the existing Agreement.

THE CONTRACT US CHANGED AS FOLLOWS:

Original Contract Sum:	$1,000,000.00
Net change by previously authorized change orders:	$0.00
Contract Sum prior to this Change Order:	$1,000,000.00
Contract Sum will be INCREASED by this Change Order:	$1,600,000.00
New Contract Sum including this Change Order will be:	$2,600,000.00

Contract Time will be change by Two (2) year.
The date of Substantial Completion as of this Change Order therefore is May 31, 2025.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

_____	Volkert, Inc.
James A. DeLapp, Exec. Director Public Works	Contractor
	1110 Montlimar Drive, Suite 1050 | Mobile, AL 36609
	Address
_____	_____
William S. Stimpson, Mayor	By (Signature)
	5/17/2023
ATTEST:	Date
_____	*(Corporate Seal if applicable)*
City Clerk	

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM_____ DEPT._____

DATE OF REQUEST: _____

CHANGE ORDER: ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: _____

DISTRICT#: _____

DEPT. PROJECT#: _____

REQUEST: Please $_____ from Capital Project#/Title:

_____

to contract#_____.

Total amount of Change Order: $_____

Current contract amount: $_____

Revised contract amount: $_____

Comments: _____

_____

_____

Jennifer Greene
_____ _____

Employee signature Approval signature

Created by B. Rhodes 3/15/2022

21-545 **2022**

2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of Mobile, Alabama, that the Mayor and the City Clerk by, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and 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, A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Volkert, Inc.

COM Project Name: Brookley by the Bay

COM Project Number: 2022-2045-03/C0660

Contract Amount: $1,000,000.00

ADOPTED: JUN 28 2022

City Clerk

MASTER SERVICES AGREEMENT

This agreement ("Agreement"), with an effective date of June 28, 2022, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City") and Volkert, Inc. ("Consultant").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

The assigned tasks and services of this agreement will focus on, but not be limited to, the following:

1. Identify project needs and requirements.
2. Participate with the City in responding to requirements and inquiries.
3. Assist the City with designing and implementing comprehensive, meaningful engagement and communication regarding project activities (e.g., compliance, permitting, project implementation, monitoring, adaptive management) as deemed appropriate and as directed by the City, which will include but is not limited to, citizens, local stakeholders, businesses, community organizations, government agencies, etc. This engagement process will drive design concepts.
4. Assist the City with integrating community engagement feedback and outcomes into design concepts.
5. Develop four unique design concepts based off initial City guidance, concepts to include cost estimates.
6. Identify and execute project related permitting. Participate in regulatory compliance and correspondence.
7. Coordinate with all utilities throughout design and during pre-bid.
8. Conduct all necessary surveys and geotechnical studies.
9. Prepare 30% plans, specifications and cost estimates as required by the Programs and Project Management Department.
10. Prepare 60% plans, specifications and cost estimates as required by the Programs and Project Management Department.
11. Prepare 90% plans, specifications and cost estimates as required by the Programs and Project Management Department.
12. Create bid documents as required by Programs and Project Management Department.
13. Prepare final plans and bid documents.
14. Assist City of Mobile with Pre-Bid and Bid Process.
15. Provide technical assistance during construction observation.
16. Selected consultant will be Engineer of Record throughout entire project, to include pre-construction, construction, and post-construction activity.

The services to be performed by Consultant under this Agreement ("Services" and "Deliverables") shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Orders"), attached hereto and incorporated herein by reference. Services will be provided for the benefit and at the direction of the City's Program and Project Management Department.

2 TASK ORDER PROCESS

2.1 Upon the request of City, Consultant shall prepare a Task Order containing an identification of the project ("Project"), description of the Services and Deliverables, compensation to be paid to Consultant for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

3 INVOICING AND PAYMENT

Consultant shall submit a separate invoice for each of the required Services and Deliverables, confirming completion, and the reimbursable expenses incurred. City shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Consultant within thirty (30) calendar days from the date of Consultant's invoice.

Total payments issued under this Agreement shall not exceed $1,000,000.00 (One Million Dollars). Services will be invoiced per the compensation method outlined under each task order or for hourly work based on the hourly rates set forth in Attachment D (2022 Fee Schedule).

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until May 31, 2023 unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services and Deliverables under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5 CITY'S RESPONSIBILITIES

5.1 City shall designate a person to act as City's representative with respect to each Task Order. Such person will have authority to transmit instructions, receive information and interpret and define City's policies and decisions regarding the respective Task Order.

5.2 City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.

5.3 City shall arrange for access to provide Consultant information required to complete task.

6 CONSULTANT'S RESPONSIBILITIES

6.1 Subject to the written approval of the City, Consultant shall designate a project manager for the performance of Services and Task Orders. Such project manager, in addition to other duties and authorities, shall have complete authority to transmit instructions and receive information and requests from City regarding this Agreement, Services, and Task Orders. Consultant shall not substitute designated project managers without the prior written approval of the City. Consultant shall assign individuals with appropriate professional skills and training to perform the assigned task orders.

6.2 Consultant shall perform the Services as an independent contractor and not as City's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees and agents.

6.3 Consultant will perform assigned professional services as prescribed in the identified Task Orders.

6.4 Consultant will be paid for services according to the Fee Schedule and outlined in tasks attached hereto.

7 CHANGE ORDERS

City or Consultant may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by Consultant have been affected by such change properly approved, Consultant's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party.

9 RIGHTS IN DATA

All right, title and interest in and to the work products provided by Consultant 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 Consultant.

10 INSURANCE

10.1 Consultant will furnish to City copies of insurance certificates evidencing that it maintains the following coverage's while performing Services, subject to the terms and conditions of the policies:

TYPE	AMOUNT
Workers Compensation	Statutory
Employers' Liability	$1,000,000 policy limit
Commercial General Liability	$1,000,000
Automobile Liability	$1,000,000
Professional Liability	$1,000,000

10.2 Consultant will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Consultant shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

11 INDEMNITY

The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

12 STANDARD OF PERFORMANCE

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

13 SUSPENSION

City may, at any time and without cause, suspend the Services of Consultant, or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the Services on receipt from City of a written notice of resumption of the Services. If such suspension causes an increase in Consultant's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

14 TERMINATION

City may terminate all or part of this Agreement for City's convenience by providing 10 days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

15 NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY
City of Mobile

PO Box 1827, Mobile, Alabama 36633-1827 or

205 Government Street, 2rd Floor – South Tower, Mobile, Alabama 36604

Attn: Lance Slater

CONSULTANT
Volkert, Inc

1680B West 2nd Street,

Gulf Shores, Alabama 36542

Attn: Andrew James

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

16 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Data Rights, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

17 MISCELLANEOUS

17.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

17.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

17.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

17.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

17.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

17.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

17.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

17.9 Nondiscrimination. 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."

17.10 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.

17.11 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

17.12 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

17.13 Anti-Boycott. Consultant agrees and represents 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. "

17.14 The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://www.e-builder.net . Firms, including subconsultants, shall use e-Builder as an essential component to project management with the City of Mobile.

This Agreement entered into as of the day and year first written above.

City of Mobile:

William S. Stimpson
Mayor, City of Mobile

Attest:

City Clerk

Volkert, Inc.:

By:
Drew T. Davis

Title: Vice President

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Drew T. Davis as Vice President of Volkert, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the a ct of Volkert, Inc.. Sworn to and subscribed for me this 9th day of June, 2022

NOTARY PUBLIC

My Commission Expires: _____

CHRISTINA WILLIAMS
My Commission Expires
February 4, 2024

Attachment A

TASK ORDER FOR PROFESSIONAL SERVICES

This Task Order is made this the___ day of _____, 2022, by and between The City of Mobile _____ ("City") and Volkert, Inc. ("Consultant") pursuant to the terms and conditions set forth in the Master Services Agreement (MSA) executed between the parties on the ___ day of _____, 2022, ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is 2022-2045-03 . The Consultant Job Number for this Task Order is T.O. 001 . The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to City under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

The consultant will perform items 1, 2, 3, 4, and 8 as identified in the MSA generally including community and stake holder engagement services and initial site surveys, environmental assessments, and cost-estimating. More specifically the work will include:

Visioning and Masterplan

Visioning and Master planning for Brookley by the Bay will focus on the following Goals:

1. Develop a vision and framework for the site
2. Develop immersive views to showcase how the plan will manifest itself on the ground
3. Engage the community in the design process
4. Develop phasing and implementation recommendations
5. Provide tools for continued stakeholder engagement and conduct concept presentations to key stakeholders as needed.

The visioning and master planning work will be performed concurrently with all other work and will commence at the notice to proceed. This will include kick-off and project startup, an existing conditions analysis incorporating information developed during field investigations, masterplan alternatives development, final masterplan development, and community engagement and workshops.

- **Subtask A – Mobilization and Kickoff (Volkert / Scape / Freddie Stokes)**
  The project team will work with the CITY to develop a project management plan, schedule meeting cadences, and finalize the program schedule. Project team members will be authorized for phase one tasks during this task. This will precede field investigations and will include requests and compilation of all available mapping, prior site investigations, utility information, and prior environmental studies.

The anticipated deliverables for this phase include the project management plan, project quality assurance plan, data gap analysis, and minutes from each of the coordination meetings.

The following meetings are included in this subtask:

- One (1) 2-hour kickoff meeting
- Weekly 1-hour virtual team meetings

- **Subtask B – Existing Conditions Analysis (Volkert / Scape / Freddie Stokes)**
  The project team will review existing planning and design studies for Brookley by the Bay. The team will develop mapping, sections, and diagrams to best understand the unique landscape to inform the design proposal and subsequent plan development. The analysis will assess the ecological systems, topography, hydrology of the bay, pedestrian and vehicular circulation, habitat, site historical uses, vegetative communities, stormwater and view sheds. This phase will also include a site visit by the project team to observe and collect site information.
  The anticipated deliverable for this phase includes the development of an existing conditions packet that summarizes information gathered during this task.
  This task will also include stakeholder interviews with key members and stakeholders selected by the CITY. Feedback received during these meetings will be incorporated into the masterplan documentation.
  The following meetings are included in this subtask:

  - Up to six (6) unique stakeholder meetings
  - Up to two (2) presentations with the CITY.

- **Subtask C – Masterplan Alternatives Development (Volkert / Scape / Freddie Stokes)**
  Through a collaborative process, the project team in coordination with the CITY will start by defining the project goals and objectives for the plan. While the plan goals will be aspirational to support the project vision, they will also be actionable in order to inform different design strategies and an implementation pathway.
  The project team will develop an initial master plan for review with the CITY. The plan will provide a comprehensive urban design and landscape vision for the site that integrates and engages landscape horticulture, infrastructure, education, circulations, resilience, and tourism and economic development. The plan will be responsive to community engagement developed in Subtask E. The plan will be physical and spatial in nature but will address and engage the social and ecological dynamics of the site.

The anticipated deliverables for this task include:

- Review of project goals and objectives
- Review of project precedents
- System diagrams addressing circulation, programming, and stormwater management
- Four (4) concepts diagrams explaining the strategy (parti), each alternative will include:
  - One (1) illustrative stie plan for each site design
  - One (1) section for each design
  - One (1) sketch perspective
- Executive Summary narrative outlining the masterplan goals and objectives and describing the details of the illustrative plan proposal
- Additional support diagrams to assist with the development and communication of the overall design as needed.

Physical models and presentation perspectives can be developed but are not included in this task. These can be provided to the CITY under a separate task order.

The following meetings are included in this task:

- Up to three (3) CITY meeting presentations
- Weekly 1-hour virtual team meetings

Cost estimates for each of the four (4) design alternatives developed under this subtask are included in Subtask F.

- **Subtask D –Final Masterplan (Volkert / Scape / Freddie Stokes)**

The project team will incorporate comments and feedback received and work with the CITY and community to select a preferred alternative for further development. During this task the project team will develop phasing, implementation, and funding recommendations for Brookley by the Bay preferred alternative.

The project team will work with the CITY to identify catalytic design moves for which the team will develop immersive views illustrating eye-level experiences while demonstrating how the design strategies developed in the plan meet the ground.

The final masterplan will include:

- Executive Summary Report

- Narrative Content
- Updated materials contained in the draft master plan report
- Supporting diagrams to convey phasing, funding, and implementation strategies
- Up to three (3) immersive views – presentation quality
- Appendices including existing conditions analysis and summary of comments received

The following meetings are included in this subtask:

- Two (2) CITY presentations
- Weekly 1-hour virtual team meetings

At the conclusion of Subtask D, an executive report, in PDF format including summary of site analysis, masterplan options, and illustrative materials depicting the preferred alternative will be submitted. The report will be suitable for assistance with implementation and fundraising purposes.

- **Subtask E – Community Engagement and Workshops (Volkert / Scape / Freddie Stokes)**
  Community engagement will run concurrently with subtasks A through D. To support design services outlined for this task order CONSULTANT proposes three (3) workshops in Mobile or virtually over ZOOM during the project schedule. This will include representatives from the design team including Volkert, Scape, and Freddie Stokes. Additional Team members can be available upon request.
  It is recommended that one (1) workshop be part of Subtask B; One (1) workshop will be part of Subtask C, and one (1) workshop will be part of Subtask D. The following meeting schedule is suggested:

  - Subtask B: Workshop I: Initial Site Visit and Project Goal Setting
  - Subtask C: Workshop II: Draft Masterplan Alternatives Review
  - Subtask D: Workshop III: Visualizing the Masterplan

  Examples of engagement workshops can be provided upon Request. Additional Engagement opportunities above and beyond the three (3) workshops outlined above can be performed under a separate task order and may include:

  - Development of a project website, app, or podcast
  - Onsite Festival or Bike Event
  - Video Summary / Documentation

- **Subtask F – Cost Estimating and Budgeting (Volkert)**

  Detailed cost estimates for each of the design Alternatives will be developed during Subtask C and D outlined above. Cost estimates will be based upon best available data including recent City, County, and State bid data. In the event recent bid data is not available for specific items of work, RS Means or vendor data may be used. Each cost estimate prepared will include references for sourcing of prices.

  It is anticipated that cost estimates will be prepared for each of the alternates discussed in Subtask C and will be further refined and updated for Subtask D. A Final Cost Estimate for each of the project components will be developed at the conclusion of Subtask D.

  It is anticipated that up to three (3) budgeting meetings will occur under this task and will occur concurrently Subtasks A-D.

Field Investigation

Generally, the field investigation work will include topographic survey, geotechnical sub-surface soil investigations, wetland delineations, and utility coordination. More Specifically Field Investigation will include:

- **Topographic Survey**
  Topographic Survey of project limits is not included in this scope of work. The design team will utilize available LiDAR and bathymetric data for the Masterplanning phase. It is recommended that prior to final design an updated ground survey be performed.

- **Subtask G – Geotechnical Investigation (Thompson Engineering)**
  Perform subsurface exploration within the project area, generally from Arlington Park to the southern property line using a standard penetration test (SPT) and cone penetration (CPT) rigs to gather information concerning the prevailing subsurface soil conditions.
  Prepare a geotechnical report to summarize the study findings and provide preliminary-level geotechnical recommendations for civil site design and construction. Detailed geotechnical engineering for site enhancements will be provided under a separate task as those items are better known. More Specifically the scope includes:

1. A geotechnical engineer or his authorized representative will visit the project site to layout the boring locations.

2. Mobilize subsurface drilling equipment to perform six (6) SPT borings to depths of 40 feet and two (2) SPT borings to 100 feet. Soils will be sampled using standard penetration test (SPT) protocols in accordance with ASTM D-1586. Samples will be taken continuously for the top ten (10) feet of the boring and then every five (5) feet thereafter to the depth of the borehole. Undisturbed Shelby tube samples will be taken in cohesive soils in accordance with ASTM D-1587. Groundwater levels will be recorded when encountered in the boreholes in all the borings.

3. Mobile cone penetration test equipment to perform twenty-two (22) CPT soundings to a maximum depth of 40 feet and seven (7) CPT soundings to a depth of 100 feet. Soundings will be performed in accordance with applicable ASTMs

4. The recovered SPT soil samples will be placed in sealed containers and transported to our geotechnical laboratory. An experienced Geotechnical Engineer will visually classify all the recovered soil samples and stratify the borings. Samples will be retained in storage for 90 days after the date of geotechnical report publication.

5. Conduct a limited laboratory testing program of select soil samples obtained from the test borings. Laboratory testing may include grain size distribution, moisture content, and Atterberg Limits. The type and quantity of tests will be selected by the Geotechnical Engineer as appropriate.

6. Prepare a preliminary-level Geotechnical Engineering Report that summarizes the subsurface exploration activities as well as provides engineering evaluations, technical discussions, and preliminary level geotechnical engineering recommendations. The geotechnical report will address the project Objectives and will specifically include:

- General Site Stratigraphy
- General Construction Recommendations
- General Civil Design Considerations
    - Geotechnical testing staff will be available for post-report consultations (via telephone or locally) to discuss the findings, conclusions and recommendations.

    - Currently, the site is covered with fields and some scattered trees. We understand that the boring locations at the site will be accessible by field equipment. It is further understood that the CITY will provide field personnel and equipment right of entry to the property and all CITY required work/excavation permits required to perform the work.

    - It is requested that the CITY identify and locate all existing, underground utilities or structures prior to the start of the field work. Additionally, CONSULTANT will contact Alabama One Call to locate public utilities at the site. The test locations will be

offset, if required, to avoid conflicts with existing overhead and buried utilities/structures or to offset safety exposure of the drill crew.

- A general boring layout which will provide general stratigraphy of the site will be provided prior to execution of the work. If soil conditions are found to vary significantly across the site, additional borings may be recommended.

- **Subtask H - Wetland Delineation and Jurisdictional Determination (Volkert)**

  Delineate jurisdictional wetland areas between Arlington Park and the limits of the previous delineation performed for acquisition of the project site or approximately a 49-acre parcel. The wetland delineation will be done in accordance with the U.S. Army Corps of Engineers' 1987 Wetland Delineation Manual and the 2010 Regional Supplement. The scope of work is as follows:

  - Review soil survey information, and available aerial photography,
  - Determine if hydrology indicators, hydrophytic vegetation, hydric soils are present,
  - Locate wetlands using a handheld GPS unit, Flag wetland areas,
  - Complete Corps of Engineers Wetland Data Forms,
  - Request that the Corps of Engineers verify the wetland jurisdictional determination for the delineated area and the areas previously delineated by Barry Vittor and Associates.

  The wetland line is subject to change until final verification is received by the U.S. Army Corps of Engineers.

  USACE Section 404 permitting and ADEM permitting are not included in this task order, permitting will be included in a later phase and once a preferred masterplan alternative is selected and permitting requirements are established.

- **Subtask I - Environmental Coordination (Moffatt & Nichol)**

  Portions of the project area were acquired as part of a National Fish and Wildlife Foundation (NFWF) funded project. Ongoing coordination with NFWF regarding access and grant specific limitations associated with these resources is anticipated during this phase.

  Project deliverables under this task include summary report of site limitations for the NFWF acquired wetlands and coordination on previously completed ESA's

  The schedule for this work will run concurrently with other tasks under this task order.

WORK SCHEDULE

Immediately upon receipt of authorization to proceed and authorization to enter and work on the property, as described above, we will schedule the start of the field investigations. Below is a summary schedule of time to start and estimated time for completion for each of the major work items:

Field Investigation:

- Topographic Survey: 4 weeks / 4 weeks
- Geotechnical Site Investigations: 4 weeks / 6 weeks
- Wetland Delineation: 2 weeks / 2 weeks

Masterplanning

- Mobilization and Kickoff: 1 week / 1 week
- Existing Conditions Analysis: Completion of Task A / 5 - 10 weeks
- Masterplan Alternatives Development: Completion of Task B / 12 weeks
- Masterplan Refinement: Completion of Task C / 6 weeks
- Stakeholder Engagement: Concurrent with Tasks A-D
- Cost Estimating: Concurrent with Tasks A-D

The overall project schedule is 180 calendar days from the notice to proceed.

SCOPE OF SERVICES

The specific scope of work presented addresses the phase 1 tasks noted above: Additional items of work not detailed below necessary for the development of this project and required under the MSA will be performed under future phases. Additional items of work not covered by the MSA can be performed under a separate scope and fee.

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is $642,022.95, Six Hundred Fourty-Two Thousand Twenty-Two and 95/100 Dollars.

5. Deliverables to be provided under this Task Order are noted under each of the sub task items noted above.

CITY	CONSULTANT
Signature	Signature
William S. Stimpson	Drew T. Davis
Name (Printed or Typed)	Name (Printed or Typed)
7/6/22	6/9/2022
Date	Date

Attachment B

CHANGE ORDER___.

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Master Services Agreement dated _____, 20__ ("Agreement") between the City of Mobile ("City") and _____ ("Consultant"), this Change Order modifies the Agreement as follows:

1. Change in Services:

_____
_____
_____
_____.

2. Change in time of Performance (attach schedule if appropriate):

_____.

3. Change in Consultant's Compensation:

_____.

All other terms and conditions remain unchanged.

CITY	**CONSULTANT**
_____	_____
Signature	Signature
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____

Attachment C **TASK ORDER 01**

This Task Order is made this the___ day of _____, 2022_, by and between The City of Mobile _____ ("City") and _Volkert, Inc._____("Consultant") pursuant to the terms and conditions set forth in the Master Services Agreement executed between the parties on the ___ day of _____, 2022, ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is __2022-2045-03__. The Consultant Job Number for this Task Order is __T.O.XX_____. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to City under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

3. The Project Schedule is as follows:

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth in Appendix I (Compensation), attached hereto and incorporated herein by reference.

5. Deliverables to be provided under this Task Order are as follows:

CITY	**CONSULTANT**
_____	_____
Signature	**Signature**
_____	_____
Name (Printed or Typed)	**Name (Printed or Typed)**
_____	_____
Date	**Date**

Attachment D
Brookley By the Bay Hourly Rate Schedule

POSITION	BILLING RATE W/O DIRECTS
Principal	$242
Supervisor	$246
Project Manager	$210
Staff 2 Engineer	$173
Staff 1 Engineer	$113
Environmental	$172
Senior Designer	$130
Designer	$120
Technician	$119
Drafter	$78
Bridge Inspector 2	$136
Bridge Inspector 1	$126
Administrative Assistant	$89
2-Man Survey Crew	$135
3-Man Survey Crew	$215
4-Man Survey Crew	$243
CEI Project Manager	$111
CEI Senior Inspector	$87
CEI Level 2 Inspector	$72
CEI Level 1 Inspector	$57

The rates listed above are for the year 2022. These rates shall be updated annually to account for changes in audited overhead and employee salaries.

SUMMARY OF PROFESSIONAL SERVICE FEE PROPOSAL			
TASK ORDER NO 1. - MASTERPLANNING, COMMUNITY ENGAGEMENT, GEOTECHNICAL, WETLAND DELINEATION			
SUBTASK	SERVICE DESCRIPTION		TOTAL COST
A	TOTAL KICKOFF AND MOBILIZATION COST →	$	12,881.49
B	TOTAL EXISTING CONDITIONS ANALYSIS COST →	$	67,379.19
C	TOTAL MASTERPLAN ALTERNATIVES DEVELOPMENT COST →	$	180,071.19
D	TOTAL FINAL MASTERPLAN DEVELOPMENT COST →	$	109,994.89
E	TOTAL COMMUNITY ENGAGEMENT AND WORKSHOPS COST →	$	161,162.59
F	TOTAL COST ESTIMATING COST →	$	20,580.00
G	TOTAL GEO-TECHNICAL SERVICES COST →	$	58,300.00
H	TOTAL WETLAND DELINEATION COST →	$	6,833.60
I	TOTAL ENVIRONMENTAL COORDINATION COST →	$	24,820.00
	TOTAL TASK ORDER 1 PROFESSIONAL SERVICES COST		$642,022.95

TASK	TASK A - MAN-HOUR ESTIMATE							
A	KICK OFF AND MOBILIZATION	Project Manager	Staff 2 Engineer Roadway	Staff 1 Engineer Roadway	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
A-1	Kick off & Owner Coordination Meetings	4	4					3
A-2	Project Managemnet Plan & Phase 1 Schedule		2	2				1
A-3	Compile available mapping, utilities, and environmental studies	2	2	4				1
	TOTAL PRELIMINARY MAN-HOURS →	**6**	**8**	**6**	**0**	**0**	**0**	**5**

TASK	KICKOFF AND MOBILIZATION- PROPOSED FEE					
A	KICKOFF AND MOBILIZATION	Man-hour	Rate		COST	
	Labor Costs					
	Project Manager	6	$ 210.00	$	1,260.00	
	Staff 2 Engineer - Roadway	8	$ 173.00	$	1,384.00	
	Staff 1 Engineer - Roadway	6	$ 113.00	$	678.00	
	Environmental Engineer / Scientist	0	$ 172.00	$	-	
	Technican	0	$ 119.00	$	-	
	Drafter	0	$ 78.00	$	-	
	Adminstrative Assistant	5	$ 89.00	$	445.00	
	TOTAL DIRECT LABOR →			**$**	**3,767.00**	
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	**Trips**	**Miles**	**Mileage Rate**		**Mileage Cost**
		2	16.8	$ 0.58		$ 19.49
	TOTAL OUT OF POCKET COST →			**$**		**19.49**
SUB-CONSULTANTS						
A	SCAPE - KICKOFF AND MOBILIZATION			$	9,095.00	
	SUBTOTAL SUBCONSULTANT COST			**$**	**9,095.00**	
	TOTAL KICKOFF AND MOBILIZATION COST →			**$**	**12,881.49**	

TASK	TASK B - MAN-HOUR ESTIMATE							
B	EXISTING CONDITIONS ANALYSIS	Project Manager	Staff 2 Engineer Roadway	Staff 1 Engineer Roadway	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
B-1	Coordinate aggregation of existing conditions data and development of existing conditions package	3	6	12	0			4
B-2	Prepare for and attend stakeholder meetings	16	16	16	0			4
B-3	Prepare for and attend presentations with the City	6	6	6	0			4
B-4	Project Management and QA reviews	6						
	TOTAL PRELIMINARY MAN-HOURS →	31	28	34	0	0	0	12

TASK	EXISTING CONDITIONS ANALYSIS- PROPOSED FEE					
B	EXISTING CONDITIONS ANALYSIS	Man-hour	Rate	COST		
	Labor Costs					
	Project Manager	31	$ 210.00	$	6,510.00	
	Staff 2 Engineer - Roadway	28	$ 173.00	$	4,844.00	
	Staff 1 Engineer - Roadway	34	$ 113.00	$	3,842.00	
	Environmental Engineer / Scientist	0	$ 172.00	$	-	
	Technican	0	$ 119.00	$	-	
	Drafter	0	$ 78.00	$	-	
	Adminstrative Assistant	12	$ 89.00	$	1,068.00	
	TOTAL DIRECT LABOR →			$	16,264.00	
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	Trips	Miles	Mileage Rate	Mileage Cost	
		2	16.8	$ 0.58	$ 19.49	
	TOTAL OUT OF POCKET COST →			$	19.49	
SUB-CONSULTANTS						
B	SCAPE - EXISTING CONDITIONS ANALYSIS			$	51,095.70	
	SUBTOTAL SUBCONSULTANT COST			$	51,095.70	
	TOTAL EXISTING CONDITIONS ANALYSIS COST →			$	67,379.19	

TASK	TASK C - MAN-HOUR ESTIMATE							
C	MASTERPLAN ALTERNATIVES DEVELOPMENT	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
C-1	Review project goals and objectives	2	2	2				
C-2	review project precedents	2	2	2				
C-3	System diagrams addressing circulation, programming, and stormwater management	2	12	16			12	
C-4	Develop Four (4) Concept Diagrams	2	16	24			18	
C-5	Develop Executive Summary Narrative	2						
C-6	Additional Support diagrams	2	8				18	
C-7	Meeting Presentations	8	8	8				12
C-8	Weekly Coordination Meetings	12	12					12
C-9	Project Management and QA Reviews	10						
	TOTAL MASTEPLAN ALTERNATIVE MAN-HOURS →	**42**	**60**	**52**	**0**	**0**	**48**	**24**

TASK	MASTERPLAN ALTERNATIVES DEVELOMENT- PROPOSED FEE				
C	MASTERPLAN ALTERNATIVES DEVELOPMENT	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	42	$ 210.00	$	8,820.00
	Staff 2 Engineer - Roadway	60	$ 173.00	$	10,380.00
	Staff 1 Engineer - Roadway	52	$ 113.00	$	5,876.00
	Environmental Engineer / Scientist	0	$ 172.00	$	-
	Drafter	48	$ 78.00	$	3,744.00
	Adminstrative Assistant	24	$ 89.00	$	2,136.00
			TOTAL DIRECT LABOR →	**$**	**30,956.00**
	Out of Pocket Costs				
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	**Trips**	**Miles**	**Mileage Rate**	**Mileage Cost**
		2	16.8	$ 0.58	$ 19.49
			TOTAL OUT OF POCKET COST →	**$**	**19.49**
SUB-CONSULTANTS					
C	SCAPE - MASTERPLAN ALTERNATIVES DEVELOPMENT			$	149,095.70
			SUBTOTAL SUBCONSULTANT COST	**$**	**149,095.70**
	TOTAL MASTERPLAN ALTERNATIVES DEVELOPMENT COST →			**$**	**180,071.19**

TASK	TASK D - MAN-HOUR ESTIMATE							
D	FINAL MASTERPLAN	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
D-1	Establish Preferred Alternative	2	2	2				
D-2	Develop Phasing, implementation, and funding recommendations for the preferred alternative	2	2	2				
D-3	Develop Final masterplan including executive summary, narrative, updated supporting materials	2	16	16			24	
D-4	Develop up to three (3) immersive views	2	6				24	
D-5	Meeting Presentations	6	6	6				6
D-6	Weekly Coordination Meetings	6	6					6
D-7	Project Management and QA reviews	6						
	TOTAL FINAL MASTERPLAN MAN-HOURS →	**26**	**38**	**26**	**0**	**0**	**48**	**12**

TASK	FINAL MASTERPLAN DEVELOMENT- PROPOSED FEE				
D	FINAL MASTERPLAN DEVELOPMENT	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	26	$ 210.00	$	5,460.00
	Staff 2 Engineer - Roadway	38	$ 173.00	$	6,574.00
	Staff 1 Engineer - Roadway	26	$ 113.00	$	2,938.00
	Environmental Engineer / Scientist	0	$ 172.00	$	-
	Technican	0	$ 119.00	$	-
	Drafter	48	$ 78.00	$	3,744.00
	Adminstrative Assistant	12	$ 89.00	$	1,068.00
			TOTAL DIRECT LABOR →	**$**	**19,784.00**
	Out of Pocket Costs				
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	**Trips**	**Miles**	**Mileage Rate**	**Mileage Cost**
		2	16.8	$ 0.58	$ 19.49
			TOTAL OUT OF POCKET COST →	**$**	**19.49**
SUB-CONSULTANTS					
D	**SCAPE - FINAL MASTERPLAN DEVELOPMENT**			$	90,191.40
			SUBTOTAL SUBCONSULTANT COST	**$**	**90,191.40**
			TOTAL FINAL MASTERPLAN DEVELOPMENT COST →	**$**	**109,994.89**

TASK	TASK E - MAN-HOUR ESTIMATE							
E	FINAL MASTERPLAN	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
E-1	Task B Workshop I	12	12	12				
E-2	Task C Workshop II	12	12	12				
E-3	Task D Workshop III	12	12	12				
	TOTAL PRELIMINARY MAN-HOURS →	36	36	36	0	0	0	0

TASK	COMMUNITY ENGAGEMENT AND WORKSHOPS- PROPOSED FEE				
E	MASTERPLAN ALTERNATIVES DEVELOPMENT	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	36	$ 210.00	$ 7,560.00	
	Staff 2 Engineer - Roadway	36	$ 173.00	$ 6,228.00	
	Staff 1 Engineer - Roadway	36	$ 113.00	$ 4,068.00	
	Environmental Engineer / Scientist	0	$ 172.00	$ -	
	Technican	0	$ 119.00	$ -	
	Drafter	0	$ 78.00	$ -	
	Adminstrative Assistant	0	$ 89.00	$ -	
	TOTAL DIRECT LABOR →			$	17,856.00
	Out of Pocket Costs				
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	Trips	Miles	Mileage Rate	Mileage Cost
		2	16.8	$ 0.58	$ 19.49
	TOTAL OUT OF POCKET COST →			$	19.49
SUB-CONSULTANTS					
E	SCAPE - COMMUNITY ENGAGEMENT			$	113,287.10
E	FREDDIE D. STOKES, ESQUIRE - COMMUNITY ENGAGEMENT			$	30,000.00
	SUBTOTAL SUBCONSULTANT COST			$	143,287.10
	TOTAL MASTERPLAN ALTERNATIVES DEVELOPMENT COST →			$	161,162.59

TASK	TASK F - MAN-HOUR ESTIMATE							
F	Cost Estimating	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
F-1	Develop Order of Magnitude (OOM) for alternative masterplan elements	4	12	64				
F-2	Develop detailed cost estimate for Preferred Alternate	4	8	24				
F-3	Budgetting Meetings	6	6	6				
F-4	QA review of Cost Estimates	12						
	TOTAL COST ESTIMATING MAN-HOURS →	26	26	94	0	0	0	0

TASK	COST ESTIMATING- PROPOSED FEE					
F	MASTERPLAN ALTERNATIVES DEVELOPMENT	Man-hour	Rate		COST	
	Labor Costs					
	Project Manager	26	$	210.00	$	5,460.00
	Staff 2 Engineer - Roadway	26	$	173.00	$	4,498.00
	Staff 1 Engineer - Roadway	94	$	113.00	$	10,622.00
	Environmental Engineer / Scientist	0	$	172.00	$	-
	Technican	0	$	119.00	$	-
	Drafter	0	$	78.00	$	-
	Adminstrative Assistant	0	$	89.00	$	-
		TOTAL DIRECT LABOR →			$	20,580.00
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	Trips	Miles		Mileage Rate	Mileage Cost
		0	0		$ 0.58	$ -
		TOTAL OUT OF POCKET COST →			$	-
		TOTAL COST ESTIMATING COST →			$	20,580.00

PROJECT DESCRIPTION: BROOKLEY BY THE BAY

TASK	GEO-TECHNICAL SERVICES SUB-CONSULTANT (THOMPSON ENGINEERING)		
G	**GEO-TECHNICAL SERVICES**	**Cost**	
G-1	Soil Investigation and Site Geotechnical Report	$	58,300.00
	SUBTOTAL SUBCONSULTANT COST	**$**	**58,300.00**
	TOTALGEO-TECHNICAL SERVICES COST →	**$**	**58,300.00** NTE

TASK	ENVIRONMENTAL PERMITTING ASSISTANCE - MAN-HOUR ESTIMATE									
H	ENVIRONMENT PERMITTING ASSISTANCE	Project Manager	Staff 2 Engineer Roadway	Staff 1 Engineer Roadway	Staff 2 Engineer Structural	Staff 1 Engineer Structural	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
H-1	Review Soil Survey Information and Aerial mapping	2					4			
H-2	Field Investigation (Determine if Hydrology, hydrophytic vegetation, and or hydric soils are present	2					12			
H-3	Locate wetlands using handheld GPS unit and flag wetland boundary	2					12			
H-4	Complete Corps of Engineers Wetland Data Forms	2					4			
H-5	Request Corps of Engineers Verify the Wetland Jurisdictional Determination for the project area	1					8			
	TOTAL CONSTRUCTION ADMINISTRATION MAN-HOURS	9	0	0	0	0	28	0	0	0

TASK	WETLAND DELINEATION AND JURISDICTIONAL DETERMINATION- PROPOSED FEE				
H	ENVIRONMENTAL PERMITTING ASSISTANCE	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	9	$ 210.00	$ 1,890.00	
	Staff 2 Engineer - Roadway	0	$ 173.00	$ -	
	Staff 1 Engineer - Roadway	0	$ 113.00	$ -	
	Staff 2 Engineer - Structural	0	$ 173.00	$ -	
	Staff 1 Engineer - Structural	0	$ 113.00	$ -	
	Environmental Engineer / Scientist	28	$ 172.00	$ 4,816.00	
	Technican	0	$ 119.00	$ -	
	Drafter	0	$ 78.00	$ -	
	Adminstrative Assistant	0	$ 89.00	$ -	
	TOTAL DIRECT LABOR →			$ 6,706.00	
	Out of Pocket Costs				
	Travel Expenses (Gulf Shores office to Project Site) (55 Miles 1-way)	Trips	Miles	Mileage Rate	Mileage Cost
		2	110	$ 0.58	$ 127.60
	TOTAL OUT OF POCKET COST →			$	127.60
	TOTAL ENVIRONMENTAL PERMITTING ASSISTANCE COST →			$	6,833.60

ATTACHMENT E (Professional Services Fee Proposal)

DATE: June 7, 2022

PROJECT DESCRIPTION: BROOKLEY BY THE BAY

TASK	ENVIRONMENTAL COORDINATION SUB-CONSULTANT (MOFFATT & NICHOL)		
I	**GEO-TECHNICAL SERVICES**	**Cost**	
I-1	ENVIRONMENTAL COORDINATION	$	24,820.00
	SUBTOTAL SUBCONSULTANT COST	**$**	**24,820.00**
	TOTALENVIRONMENTAL COORDINATION COST →	**$**	**24,820.00**

NTE

Client#: 25392 VOLKINCO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sabrina Wynn	
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 470-785-2254	FAX (A/C, No):
	E-MAIL ADDRESS: Sabrina.Wynn@greyling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co	16535
INSURED Volkert, Inc. 11 N. Water Street, Suite 18290 Mobile, AL 36602	INSURER B : Allied World Surplus Lines Ins	24319
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 21-22** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO013838007	11/01/2021	11/01/2022	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$1,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP013837907	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC013838107	11/01/2021	11/01/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional Liab incl Poll. Liab.			03129811	07/28/2021	07/28/2022	Per Claim $1,000,000 Aggregate $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Brookley By the Bay.

City of Mobile is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will provide 30 days' written notice (except 10 days for nonpayment of premium)

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
205 Government Street
2nd Floor - South Tower
Mobile, AL 36602-0001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

to the Certificate Holder.

Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP013837907	11/01/2021	11/01/2022	11/01/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP013837907	11/01/2021	11/01/2022	11/01/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO013838007	11/01/2021	11/01/2022	11/01/2021	35266000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO013838007	Effective Date: 11/01/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO013838007	11/01/2021	11/01/2022	11/01/2021		$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

As per written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement WC013838107 Effective Policy No. 11/01/2021 Endorsement No.

Insured Volkert, Inc. Premium $

Insurance Company Countersigned by _____

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Volkert, Inc.
Address	1110 Montlimar Drive, Suite 1050 Mobile, AL 36670-0434
Telephone	251-342-1070
E-Mail	drew.davis@volkert.com

RFP/RFQ Solicitation Number	2022-2045-03
Project Description	
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 911 Female 316 Minority 239 Non-minority 988 SDVO _____ Total #of Employees 1,227

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Drew T. Davis, PE, ENV SP

Signature: _____ Date: 4/4/2022

Title: Vice President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Andrew James, PE Title: Project Manager

Email: andrew.james@volkert.com Phone: 251-968-7551 X 1457

1512

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Volkert, Inc. Your Bid/Proposal Amount $ T.O. 001 $642,022.95 Date:

6 / 14 / 2022 Description Brookley By the Bay Project No. 2022-2045-03

Name of Bidder/Proposer: Volkert, 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
SCAPE Landscape Arch.	xxx	Master Plan/Design	$412,764.90	64.2%	YES (LA)	
Thompson Engineering	xxx	Geotechnical/Survey	$58,300	9.1%	NO	
Moffatt and Nichol	xxx	Environmental coordination	$24,820	3.8%	NO	
Gant Group & Assoc.	xxx	Architecture	Not in this phase	3.8%	YES	
Freddie Stokes, ESQ	xxx	Community Engagement	$30,000	4.6%	YES	

*We will work with the City to meet any DBE Goals associated with this project.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Volkert, Inc.

Contact Person: Andrew James, PE, Project Manager Phone 251-968-7551 X 1457 Email andrew.james@volkert.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
✓		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT**: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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. _____

_____

_____

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT	
FEB	MAY	AUG	NOV	FINAL _____
MARCH	JUNE	SEPT	DEC	

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE _____ _____ ___/___/___
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Thomas A. Hand (affiant) who, being duly sworn says as follows:

President/CEO of Volkert, 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 CEO for Volkert, 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 Volkert, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 105558.

Thomas A. Hand

CEO of Volkert, Inc.

Sworn to and subscribed before me this the 13 day of June, 2022.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Landra S. Day

Signature and Seal of Notary Public

LANDRA S. DAY
My Commission Expires
October 9, 2022

LANDRA S. DAY NOTARY PUBLIC STATE OF ALABAMA

AGENDA ITEM SUMMARY SHEET

Agenda of:5/23/2023

Submitted by:
Jennifer Greene, Director of Programs and Project Management

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
This professional services contract will allow for construction observation and inspection of the Three Mile Creek Dredging project (Blue Diving and Salvage) and allow for NFWF grant closeout support. The grant is the National Fish and Wildlife Foundation Gulf Environmental Benefit Fund grant from 2019 for Phase II of the Mobile Bay Shore Habitat Conservation and Acquisition Initiative, and funds this contract in its entirety.

Amount of Contract:
$47,811.00

Effective Date of Contract:
5/23/2023

Funding Source

Project # Mobile Bay Shore Habitat Conservation and Acquisition Initiative G-NFWFII

Discretionary Funds N/A

Project String G-NFWFII

Contract Number:N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds $47,811.00

Matching Funds $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/18/2023

REVIEWERS:

Department Reviewer	Action	Date
Public		5/18/2023 - 1:40

Works	Greene, Jennifer	Approved	PM
Accounting	Daniels, Bettye	Approved	5/18/2023 - 1:51 PM
Legal	Kern, Chris	Approved	5/18/2023 - 2:57 PM
Legal	Kern, Chris	Approved	5/18/2023 - 2:57 PM
Mayors Office	Montgomery, Brandi	Approved	5/18/2023 - 4:32 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Moffatt and Nichol, Inc., for work as outlined in the contract attached hereto and made a part hereof as set forth infull, 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:	Moffatt and Nichol, Inc.
Project Name:	NFWF Phase II Mobile Bayshore Habitat Conservation and Acquisition Initiative Three Mile Creek Dredging CE&I and Grant Closeout
Project Number:	G-NFWFII
Amount:	$47,811.00

_____

City Clerk